

## Unmanned Aircraft System Operations

00.11.00.00

### 11.05.00 Organization and Administration.

The Unmanned Aircraft Systems (UAS) Lieutenants shall be responsible to the Assistant Chief Pilot for administrative control and direction/oversight of the Aircraft Section UAS Program. It will be the responsibility of the UAS Lieutenants to assign UAS operation base locations, approve missions, develop Departmental UAS Program policy, submit annual budget requests/purchases for approval, and to review and submit to all Federal Aviation Administration (FAA) required reports.

The designated UAS Team Leaders shall be responsible to the UAS Lieutenants for the direction and coordination of UAS Team missions and training activities. The UAS Team Leaders will be responsible for tracking team missions and currency, and for completing the required monthly and annual FAA reports for submission to the UAS Lieutenants.

### 11.10.00 Operating Procedures.

**10.01 Weather Operating Limitations.** Without the prior approval of the Chief or Assistant Chief Pilots, Department UAS will not be operated with less than a 1000' ceiling and 3 miles visibility.

**10.02 Mission Activation Procedures.** Requests for Department UAS resource deployment should be directed to the UAS Team Leaders for submission to the UAS Lieutenants for approval. The UAS Team Leaders, or their designee, will contact the requesting agency and gather the information and details necessary to apply for the Certificate of Authorization (COA) application and approval. This will be accomplished by completing the Emergency COA – Data Requirements (**Annex 1**). The UAS Team Leaders, or their designee, shall assign UAS equipment and minimum of two UAS operators to complete approved missions.

**10.03 Emergency COA Application** The Team Leaders, or their designee, make the request to the FAA, by providing the COA application information, and scope of request.

### 11.15.00 Training & Standardization.

Department UAS Operator training and standardization will consist of the following.

**15.01 Initial UAS Training.** Conducted by UAS Instructors as approved by the Chief Pilot.

**15.02 Instructor UAS Training.** Conducted by the Manufacturer – attendees selected by the UAS Lieutenants based on recommendations of the Team Leaders.

**15.03 Department UAS Team Training.** Conducted by the Team quarterly, at minimum, as designated by the Team Leaders.

**15.04 Department UAS Operator Currency Requirement.** Team members are required to have 3 landings every 90 days to remain current as Department UAS Vehicle Operators.

### **15.05 Department UAS Standardization and Evaluation.**

1. Unless otherwise approved by the Aircraft Section Chief Pilot, Assistant Chief Pilot or UAS Lieutenants, Department UAS Operators shall comply with the manufacturer's operator's manual in all Department UAS operations.

2. All Department UAS Team members shall undergo annual Mission Operator and Vehicle Operator evaluation/qualification, as determined by the Team Leaders.

### 11.20.00 UAS Maintenance Program

Any maintenance discrepancies will be noted on the Manufacturer's and DPS flight logs, and reported to the UAS Team Leaders, as soon as practical. Maintenance on Department UAS will only be accomplished by the personnel and facilities, and to the extent listed below, unless otherwise approved.

**20.01 Department UAS Operators.** Authorized to conduct field repairs in which they have received instruction.

**20.02** Other repairs will be performed by authorized service providers as approved by the Chief Pilot.

### 11.25.00 Reports.

**25.01 Records Maintenance** All UAS operators shall complete both the Manufacturer's and DPS flight logs, any time a Aircraft Section UAS is operated.

### **25.02 Required Reporting Procedures.**

The following information is required to document unusual occurrences associated with UAS activities in the NAS (National Air Space).

**1. The Texas Department of Public Safety Aircraft Section shall provide the following information to the FAA - Required Report Contact listed in Annex 1, on a monthly/annual basis, using the report form (Annex 2):**

- a. Number of flights conducted under this COA
- b. Pilot duty time per flight.
- c. Unusual equipment malfunctions (hardware / software).
- d. Deviations from ATC instructions.
- e. Operational/coordination issues.
- f. All periods of loss of link (telemetry), command and or control.

**2. The following shall be reported via email or phone (202) 385-4542, cell (443) 569-1732 to the FAA - Required Report Contact listed in Annex 1 within 24 hours.**

- a. All accidents or incidents involving UAS activities, including lost link.
- b. Deviations from "Special Provisions" contained in the COA.

### **11.30.00 Florence and Thrall Training COAs**

**30.01 DPS COA Responsibilities.** The COAs assigned to the Texas Department of Public Safety Aircraft Section does not in itself, waive Federal Aviation Regulation (FAR) nor any state law or local ordinance. Should the proposed operation conflict with any state law or local ordinance, or require permission of local authorities or property owners, it is the responsibility of the Texas Department of Public Safety Aircraft Section to resolve the matter. The COAs do not authorize flight within Special Use Airspace without approval from the using agency. **Texas Department of Public Safety Aircraft Section is authorized to operate the UAS in the operations area depicted in the shaded area of the Aeronautical sectional chart "San Antonio" (See Annex 3).**

**30.02 Activity.** Operation of the UAS in class G airspace at or below 400 feet AGL (Above Ground Level) is under the jurisdiction of the Austin Approach Control (ATC).

**30.03 Purpose.** To prescribe UAS operating requirements, outside of Restricted and / or Warning Area airspace in the NAS for the purpose of training and/or operational flights.

### **11.35.00 Renewal of Training COAs.**

Renewal of the Texas Department of Public Safety Aircraft Section Training COAs shall be applied for by advising the FAA, in writing, no later than 60 days prior to the requested effective date.

### **11.40.00 General Provisions.**

The review of the UAS activities is based on the current understanding of the FAA of UAS operations, and the impact of such operations in the NAS, therefore such review should not be considered a precedent for future operations. As changes occur in the UAS industry, or in the understanding of the FAA of it, there may be changes to the limitations and conditions for similar operations in the future. All personnel connected with the UAS operation must comply with the contents of the COA and its provisions. The COA will be reviewed by the FAA and amended as necessary to conform to changing FAA UAS policy and guidance.

### **11.45.00 Safety Provisions.**

Unmanned aircraft (UA) have no on-board pilot to perform see-and-avoid responsibilities, and therefore, when operating outside of restricted areas, special provisions must be made to ensure an equivalent level of safety exists for operations, as had a pilot been on board. In accordance with 14 CFR Part 91, General Operating and Flight rules, subpart J-waivers, 91.903, policy and procedures, the following provisions provide acceptable mitigation of 14 CFR Part 91.113 and must be complied with.

For the purpose of see and avoid, visual observers must be utilized at all times except in Class A airspace, restricted areas, and warning areas. The observers may either be ground based or in a chase plane. The UA must remain within a lateral distance of no more than ¼ nautical mile and 400' vertically from the visual observer. UAS pilots will ensure there is a safe operating distance



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between manned and unmanned aircraft at all times in accordance with 14 CFR 91.111, *Operating Near Other Aircraft*, and 14 CFR 91.113, *Right of Way Rules*. Cloud clearances and VFR visibilities for Class E airspace will be used regardless of class of airspace. Additionally, UAS operators are advised to operate well clear of all known manned aircraft operations. The dropping or spraying of aircraft stores, or carrying of hazardous materials outside of active Restricted, Prohibited, or Warning Areas is prohibited unless specifically authorized in the Special Provisions of this COA.

#### 11.50.00 Airworthiness Certification Provisions.

Unmanned aircraft must be shown to be airworthy to conduct flight operations in the NAS. Public use aircraft must maintain one of the following; A civil airworthiness certification from the FAA, or a statement specifying that the Department of Defense Handbook "Airworthiness Certification Criteria" MIL-HDBK-516 as amended, was used to certify the aircraft or an equivalent method of certification.

#### 11.55.00 Pilot / Observer Provisions.

Pilot Qualifications - Unmanned aircraft pilots interacting with Air Traffic Control (ATC) shall have sufficient expertise to perform that task readily. Pilots must have an understanding of and comply with FAA Regulations and Military Regulations applicable to the airspace where the UA will operate. Pilots must have in their possession a current second class medical or higher airman medical certificate that has been issued under 14 CFR 67, Medical Standards and Certification, or a military equivalent. 14 CFR 91.17, Alcohol and Drugs, applies to UA pilots.

#### 11.60.00 Aircraft and Operations Requirements.

Flight below 18,000 feet mean sea level (MSL) – UA operations below 18,000 feet MSL in any airspace generally accessible to aircraft flying in accordance with visual flight rules (VFR) require visual observers, either airborne or ground based. Use of ATC radar alone does not constitute sufficient collision risk mitigation in airspace where uncooperative airborne operations may be conducted.

Flights at or above 18,000 feet Mean Sea Level (MSL) when operating on an instrument ATC clearance, the unmanned aircraft pilot in command must ensure that an ATC clearance has been filed, obtained and followed. Positional information shall be provided in reference to established NAS fixes,

NAVAIDS, and waypoints. Use of Latitude/Longitude is NOT authorized.

#### 11.65.00 Observer Qualifications.

Observers must have been provided with sufficient training to communicate clearly to the pilot any turning instructions required to stay clear of conflicting traffic. Observers will receive training on rules and responsibilities described in 14 CFR 91.111, *Operating Near Other Aircraft*, 14 CFR 91.113 *Right of Way Rules*, cloud clearance, in-flight visibility, and the pilot controller glossary including standard ATC phraseology and communication. Observers must have in their possession a current second class medical or higher airman medical certificate that has been issued under 14 CFR 67, Medical Standards and Certification, or a military equivalent. 14 CFR 91.17, Alcohol or Drugs, applies to UA observers.

#### 11.70.00 Pilot in Command (PIC) Visual Flight Rules (VFR) as Applicable.

The PIC is the person directly responsible for the operation of the UA. The responsibility and authority of the pilot in command as described by 14 CFR 91.3 (or military equivalent), applies to the UAS PIC.

The PIC operating a UA in line of site must pass at a minimum the required knowledge test for a private pilot certificate, or military equivalent, as stated in 14 CFR 61.105, and must keep their aeronautical knowledge up to date. There is no intent to suggest that there is any requirement for the UAS PIC to be qualified as a crew member of a manned aircraft.

Pilots flying a UA on other than instrument flight plans beyond line of sight must possess a minimum of a current private pilot certificate, or military equivalent in the category and class, as stated in 14 CFR 61.105.

#### 11.75.00 Instrument Flight Rules (IFR) as Applicable.

The PIC is the person directly responsible for the operation of the UA. The responsibility and authority of the pilot in command as described by 14 CFR 91.3 (or military equivalent), applies to the UAS PIC. The PIC must be a certified pilot (minimum of private pilot) of manned aircraft (FAA or military equivalent) in category and class of aircraft flown. The PIC must also have a current/appropriate instrument rating (manned aircraft, FAA or military

equivalent) for the category and class of aircraft flown.

#### **11.80.00 Pilot Proficiency – VFR/IFR as Applicable.**

Pilots will not act as a VFR/IFR PIC unless they have had three qualified proficiency events within the preceding 90 days. The term “qualified proficiency event” is a UAS-specific term necessary due to the diversity of UAS types and control systems. A qualified proficiency event is an event requiring the pilot to exercise the training and skills unique to the UAS in which proficiency is maintained. Pilots will not act as an IFR/PIC unless they have had 6 instrument qualifying events in the preceding 6 calendar months (an event that requires the PIC to exercise instrument flight skills unique to the UAS).

#### **11.85.00 PIC Responsibilities.**

Pilots are responsible for a thorough preflight inspection of the UAS. Flight operations will not be undertaken unless the UAS is airworthy. The airworthiness provisions of 14 CFR 91.7, Civil Aircraft Airworthiness, or the military equivalent, apply. One PIC must be designated at all times and is responsible for the safety of the UA and persons and property along the UA flight path. The PIC will be held accountable for controlling their aircraft to the same standards as the pilot of a manned aircraft. The provisions of 14 CFR 91.13, *Careless and Reckless Operation*, apply to UAS pilots.

#### **11.90.00 Standard Provisions.**

These provisions are applicable to all operations unless indicated otherwise in the Special Provisions section.

The UA PIC will maintain direct two-way communication with ATC and have the ability to maneuver the UA per their instructions. The PIC shall comply with all ATC instructions and/or clearances. If equipped, the UA shall operate with an operational mode 3/A transponder, with altitude encoding, or mode S transponder (preferred) set to an ATC assigned squawk. If equipped, the UA shall operate with position/navigation lights on at all times during flight.

**90.01 The UA PIC.** The pilot in command (PIC) shall not accept any ATC clearance requiring the use of visual separation or sequencing.

#### **90.02 Cloud Clearances and Visibilities.**

VFR cloud clearances and visibilities for Class E airspace will be used regardless of class of airspace in which the UAS is operating. Special VFR is NOT authorized.

**90.03 Operations.** Operations, including lost link procedures), shall not be conducted over populated areas, heavily trafficked roads, or an open-air assembly of people. Operations outside of active restricted areas, warning areas, prohibited areas, (designated for aviation use) and/or Class A airspace may only be conducted during daylight hours. Operators shall not loiter on Victor airways. When necessary, transit of Victor airways shall be conducted as expeditiously as possible. Operations conducted under VFR rules shall operate at appropriate VFR altitudes for direction of flight (14 CFR 91.159). The UA PIC or chase plane PIC (whichever is applicable) will notify ATC of any in flight emergency or aircraft accident as soon as practical. The Texas Department of Public Safety Aircraft Section and/or its representatives, is responsible at all times for collision avoidance with non participating aircraft and the safety of persons or property on the surface with respect to UAS.

#### **11.95.00 Special Provisions.**

**95.01 Number of UA Flown.** Only one UA will be flown at a time.

**95.02 Provisions for the Texas Department of Public Safety Aircraft Section.** The Texas Department of Public Safety Aircraft Section will contact Austin Approach Control, Gray Army Approach Control, and Georgetown Air Traffic Control thirty minutes prior to commencing flight operations and immediately after flight operations are completed.

#### **95.03 ATC Notification.**

Due to the close proximity of three Air Traffic Control facilities, in the event of a lost link, the operator will immediately notify Austin Approach Control at (512) 369-7841, Georgetown Air Traffic Control Tower at (512) 868-3580, and Gray Army Approach Control at (254) 553-2526, stating pilot intentions, and will comply with the following provision:

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**95.04 Loss of Link.** The aircraft will climb or descend to 250 feet AGL and fly to waypoint Echo (the center point of the approved COA operating area). If link is reacquired, the pilot then has the option to continue the mission if he determines the aircraft can resume normal navigation without incident. Otherwise the aircraft will orbit at waypoint Echo at 250 feet AGL until it has exhausted its powers supply and land in the approved operating area.

**95.05 Notam.**

A distance (Notam D) Notice to Airman shall be issued when UA operations are being conducted. This requirement may be accomplished through your local base operations or NOTAM issuing authority. You may also complete this requirement by contacting Flight Service Station at 1-877-4-US-NTMS (1-877-487-6867) not more than 72 hours in advance, but not less than 48 hours prior to the operation and provide;

1. Name and address of operator filing NOTAM request.
2. Location, altitude or the operating area.
3. Time and nature of the activity.

### **12.00.00 Emergency COA Application and Approval Procedures.**

Procedures for requesting an Emergency COA from the FAA in Washington D.C. are specific in nature.

**00.01 Emergency Situation.**

An Emergency UAS COA may be considered when all of the following conditions apply:

1. A situation exists that is defined as a condition of distress or urgency where there is, or has the extreme possibility of loss of life.
2. Manned flight is not possible due to a hazard, or, the operation cannot be conducted safely with manned flight.
3. The proposed UAS is operating under a current COA.

**00.02 Emergency UAS COAs Not Considered.**

Emergency UAS COAs shall not be considered for the following:

1. Demonstration flights.
2. Flights to test capabilities.
3. Training.
4. Flights in Class B Airspace.
5. Flights over populated areas.

**00.03 FAA Definition of "Emergency".**

For the process, the definition of "Emergency" is; either a distress or *urgency* condition where there is or has the extreme possibility of loss of life.

**00.04 Emergency COA "On Request" Time.**

An emergency COA will require a time frame of .5 to 2.0 hours once the required data has been received by the FAA in Washington D. C. The Federal Aviation Administration is responsible for notifying the appropriate Air Traffic Control facility having jurisdiction over the geographical area in question and filing the NOTAM.

**00.05 All UAS Points of Contact – (Annex 4).**

**ANNEX 1**  
**Emergency COA – Data Requirements**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_ UTC/Local

**Caller:**

Name: \_\_\_\_\_

Government Agency: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

FAX: \_\_\_\_\_

**Incident Commander /Requesting Official:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Mission Point of Contact:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Pilot in Command Communication**

Direct non radio communication number\*: \_\_\_\_\_

\*(commercial preferred, not everyone has DSN)

**Nature of Emergency:**

Missing Person

Fire

National Disaster

Local Disaster

Other: \_\_\_\_\_

**Reason for Request:** \_\_\_\_\_

**Temporary Flight Restriction:**

None

99.7

91.137 A1 / A2 / A3

**Location/Altitude:**

Attach Chart or Map (if able)

Closest NAVAID: \_\_\_\_\_

Distance from nearest town/city \_\_\_\_\_

Altitude: \_\_\_\_\_

**Operations area:**

Center point: \_\_\_\_\_ Lat / Long

\_\_\_\_\_ Fix Radial Dist

**ANNEX 1**  
**Emergency COA – Data Requirements, Cont.**

Radius: \_\_\_\_\_ NM

Requested route (if known)

Lat/Long Box: \_\_\_\_\_

Affected ATC Facility: \_\_\_\_\_

IFR / VFR / Class A / B / C / D / E / G

**Aircraft:** \_\_\_\_\_

Airworthiness Statement: Yes / No

Line of sight? Yes / No

Day / Night

Transponder/Mode C

Navigation/Position Lights

Home base airport: \_\_\_\_\_

Current aviation data base: Yes / No

Current maps and charts: Yes / No

**Pilot Qualifications:**

VFR:

Private pilot written: Yes / No

Medical: 1st / 2nd / 3rd / None

Current: Yes / No

IFR:

Current instrument rating w Cat/Class Yes / No

Medical: 1st / 2nd / 3rd / None

**Observer Qualifications:**

Trained: Yes / No

1 mile lateral 3000' vertical

Medical: 1st / 2nd / 3rd / None

**Populated Area:**

Yellow on the sectional: Yes / No

Open area assembly of people: Yes / No

Heavy traffic roads: Yes / No

**Lost Link:**

VFR: \_\_\_\_\_

Divert/Emergency Landing Area: \_\_\_\_\_

IFR: \_\_\_\_\_

Divert/Emergency Landing Area: \_\_\_\_\_

## ANNEX 1

### Emergency COA – Data Requirements, Cont.

#### General Description of Operation:

(Government Agency/Unit) wants to fly a(n) (Aircraft) (Where). They will be (VFR/IFR) operating within (Class of Airspace) in (ATC Facilities Airspace / or no ATC). They want to operate starting at (Local/UTC) for (number of hours / days). (Will / will not) be using a (99.7 / 91.137) Temporary Flight Restriction.

All operations will be conducted (day / night) under Visual Meteorological Conditions with a minimum of 3 miles visibility. The Pilot in Command will abide by all 14 CFR 91 rules and regulations. See and avoid will be mitigated by (ground observer / chase aircraft with airborne observer / active Restricted, Prohibited, or Warning Area airspace).

#### Specific Information for the FAA UA Program Office:

Doug Davis w: 202 385-4636 c: 202 345-0164

[AFS Alternate]

#### General Description +

**If VFR:** The (Aircraft) (will / will not) stay in line of sight of the Pilot/Observer. (The observer will be (ground / airborne) based.) Operations will be over (non-populated / populated) areas. They have a(n) (Agency) Airworthiness Statement. They have a lost link procedure to avoid all populated areas and return to (restricted area / warning area / prohibited area / airport or the ground control station). The entire operation will be conducted in (A/C/E/G) airspace. The pilot has (passed the Private Pilot Written / Private / Commercial / Air Transport Pilot / Instrument Rating) and has a current (3rd / 2nd / 1st / None) medical. The Observers (if used) are trained by (agency). They have current (3rd / 2nd / 1st / None) medical.

**If IFR:** Departure and Arrival operations outside Class A airspace will be in (Restricted (Temporary or Permanent) / Prohibited / Warning Areas or Chased). All IFR operations will be conducted in Class A airspace. Operations will be over (non-populated / populated) areas. They have an IFR (Agency) Airworthiness Statement. They have a certified transponder w mode (c/s) and (navigation/position lights) and will operate them at all times. They will file, receive and follow an ATC clearance. They have a lost link procedure to avoid all populated areas and return to (restricted area / warning area / prohibited area / airport). (If to an airport – will chase up and down – or Temporary Flight Restriction).

#### UASPO Restrictions

- For this process, the definition of “Emergency” is; either a *distress* or *urgency* condition where there is or has the extreme possibility of loss of life.
- As with all Certificate of Authorizations – the application must be made by the Government Agency (not the contractor/operator)

### Emergency COA Request – FAA Points of Contacts

Ardith “Ardy” Williams, FAA Air Traffic Manager, Unmanned Aircraft Systems

C – (202) 497-7688

Email: [ardyth.williams@faa.gov](mailto:ardyth.williams@faa.gov)

Doug Davis, FAA Manager Unmanned Aircraft Program Office

C – (202) 385-4636

Email: [kenneth.d.davis@faa.gov](mailto:kenneth.d.davis@faa.gov)

John Page, FAA Unmanned Aircraft Program Office

O – (202) 267-7477

C – (202) 329-5271

Email: [john.page@faa.gov](mailto:john.page@faa.gov)

**Annex 4**  
**UAS Related Points of Contact**

**Signature Science, LLC, Austin, Texas**

Ed Tovar, Program Manager / Military Liaison

O – (512) 533-2038

C – (512) 431-0545

Email: [etovar@signaturescience.com](mailto:etovar@signaturescience.com)

Jim Minton, Chief Pilot / FAA Liaison / COA's

O – (512) 533-2000 ext. 3021

C – (512) 983-4442

H – (512) 343-7216

Email: [jminton@signaturescience.com](mailto:jminton@signaturescience.com)

**Aerovironment, Simi Valley, California**

Brian Walsh, Business Development Manager

O – (805) 581-2198

C – (805) 433-4155

Email: [walsh@avinc.com](mailto:walsh@avinc.com)

Bill Williams, Pilot – Instructor

C – (805) 391-1355

Email: [Williams@avinc.com](mailto:Williams@avinc.com)

Lee Gaudreau – Pilot – Instructor

C – (805) 910-9651

Email: [Gaudreau.@avninc.com](mailto:Gaudreau.@avninc.com)

Dirk Wenrich, Pilot – Instructor

C – (805) 910-9655

Email: [wenrich@avinc.com](mailto:wenrich@avinc.com)

**Camp Bullis Military Base – San Antonio, Texas**

Patricia Jennings, Range Lead Scheduler

O – (21) 295-7686 or (210) 295-7510

Email: [patricia.jennings@us.army.mil](mailto:patricia.jennings@us.army.mil)

**Ft. Hood Military Base – Killeen, Texas**

Mitchell Sheppard, Range Control Officer

O – (254) 287-3616

Email: [mitchell.sheppard@us.army.mil](mailto:mitchell.sheppard@us.army.mil)

Bob Ulrigg, ATC – Airspace Manager – NOTAMS/Military

O – (254) 288-1424

Email: [robert.ulrigg@us.army.mil](mailto:robert.ulrigg@us.army.mil)

**Ft. Bliss Military Base – El Paso, Texas**

Bob McDonald, Airspace Manager

O - (915) 569-9280

Email: [robert.d.mcdonald@us.army.mil](mailto:robert.d.mcdonald@us.army.mil)

**Annex 4**  
**UAS Related Points of Contact, Cont.**

**Federal Aviation Administration – Required Reports**

Donald Grampp, Analyst UAS Programs Office -  
O – (202) 385-4542  
C – (443) 569-1732  
Email: [Donald.e.grampp@faa.gov](mailto:Donald.e.grampp@faa.gov)

**Federal Aviation Administration – Airworthiness / Training COAs - Renewal**

Randy Willis, Senior Analyst UAS Programs Office – Washington D C  
O – (202) 267-8565  
Email: [randy.ctr.willis@faa.gov](mailto:randy.ctr.willis@faa.gov)

**Federal Aviation Administration - Emergency COA Requests**

Ardith “Ardy” Williams, FAA Air Traffic Manager, Unmanned Aircraft Systems  
C – (202) 497-7688  
Email: [ardyth.williams@faa.gov](mailto:ardyth.williams@faa.gov)

Doug Davis, FAA Manager Unmanned Aircraft Program Office  
C – (202) 385-4636  
Email: [kenneth.d.davis@faa.gov](mailto:kenneth.d.davis@faa.gov)

John Page, FAA Unmanned Aircraft Program Office  
O – (202) 267-7477  
C – (202) 329-5271  
Email: [john.page@faa.gov](mailto:john.page@faa.gov)

**Air Traffic Control (ATC)**

Austin Approach Control  
(512) 369-7841

Georgetown Air Traffic Control Tower  
(512) 868-3580

Gray Army Approach Control  
(254) 553-2526



Annex 3  
Approved COAs Depicted on Aeronautical Map

TXDPS FLORENCE COA #  
2008-CSA-54

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Attachment 1





Annex 2



**Texas Department of Public Safety Aircraft Section  
UAS Team**

**Monthly/Annual Unmanned Aircraft Systems Reporting**

**All accidents or incidents involving UAS activities, including loss of link and deviations from the "Special Provisions" contained in the COA must be reported within 24 hours.**

Submitted via email to: [donald.e.grampp@faa.gov](mailto:donald.e.grampp@faa.gov)

Certificate of Authorization number(s) 2008-CSA-54 **OR** 2008-CSA-56 (circle one)

Texas Department of Public Safety – Aircraft Section  
10335 Golf Course Road  
Austin, Texas 78719

Date\_\_\_\_\_

Number of flights conducted under COA#\_\_\_\_\_

Pilot duty time per flight\_\_\_\_\_

Unusual equipment malfunctions (hardware/software)\_\_\_\_\_

\_\_\_\_\_

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Deviations from ATC instructions\_\_\_\_\_

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Operational/coordination issues\_\_\_\_\_

All periods of loss of link (telemetry, command and/or control)\_\_\_\_\_

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Person submitting report\_\_\_\_\_

**TEXAS DEPARTMENT OF PUBLIC SAFETY**  
**REQUEST FOR FORFEITED FUNDS**

Date: 11/12/07

Division/Service/Section requesting funds:

Criminal Law Enforcement Division

Description of Item requested (list only one type item per request):

Aerial surveillance equipment

Justification/Need for requested item (include additional documentation, if necessary):

The aerial surveillance system is needed for covert surveillance of ongoing criminal investigations, border security, accident reconstruction and standoff viewing of hazardous material scenes.

Quantity requested: ..... 1

Unit cost:..... \$298,000.00

Estimated TOTAL cost:..... \$298,000.00



**TEXAS DEPARTMENT OF PUBLIC SAFETY  
FORFEITED FUNDS EXPENDITURE REVIEW COMMITTEE  
COMMITTEE ACTION REPORT**

Date: 11/13/07

Division/Service/Section requesting funds:

Criminal Law Enforcement Division

Description of Item(s) requested (attach request):

Aerial Surveillance equipment

Description of Overall Impact of Request:

The aerial surveillance system is needed for covert surveillance of ongoing criminal investigations, border security, accident reconstruction and standoff viewing of hazardous material scenes.

Equipment Location: ☐ Headquarters ☐ Field ☒ Headquarters and Field

Estimated Cost of this Request: ..... \$298,000.00

**RECOMMENDATION OF COMMITTEE:**

☒ APPROVED

Fund No.  
Budget No.  
Control No.

8222  
70083  
08-023  
08-026 *etm*

☐ NOT APPROVED due to:

Committee Chair:

*Andrew...*

Date: 11-20-07

Director:

*Thomas A. Davis*

Date: 11-29-07

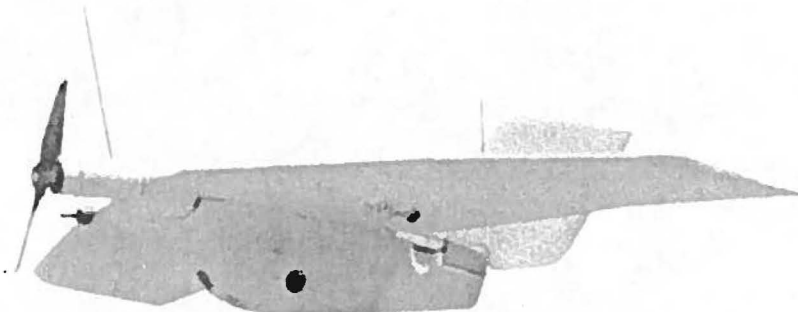
for Public Safety Commission:

*Robert...*

Date: 11-29-07

20 December 2007

Assistant Chief Gary Stone  
Department of Public Safety  
5805 North Lamar Boulevard  
P.O. Box 4087  
Austin, TX 78733



Assistant Chief Stone:

On behalf of Signature Science, LLC, I am pleased to submit this proposal for an unmanned airborne surveillance program that will lead the nation by providing DPS with leading edge technology for public safety and security missions. Signature Science will provide two AeroVironment Wasp systems (each consisting of 2 air vehicles and a ground control station) that will become the property of the Texas Department of Public Safety. The sale and transfer of these aircraft systems will be accompanied by a one-year service and support program to be provided by Signature Science, LLC.

The hardware to be delivered to DPS includes:

| Item           | Quantity | Description                          | Unit Cost        | Extended Cost          |
|----------------|----------|--------------------------------------|------------------|------------------------|
| <b>1</b>       | <b>1</b> | <b>Custom System (Details Below)</b> | <b>\$153,600</b> | <b>\$153,600</b>       |
|                | 4        | Wasp Air Vehicle                     | *                | -                      |
|                | 2        | Electro/Optical Payload              | *                | -                      |
|                | 2        | Infrared Payload                     | *                | -                      |
|                | 2        | Ground Control Station               | *                | -                      |
|                | 4        | Wasp Batteries                       | *                | -                      |
|                | 2        | Simulator Dongle                     | *                | -                      |
|                | 2        | Operators' Kit                       | *                | -                      |
| Hardware Total |          |                                      |                  | \$153,600              |
|                |          |                                      |                  | *Not separately priced |

The services provided to DPS during the one-year service contract include:

| Item          | Service Task # | Description                           | Not-to-Exceed Cost |
|---------------|----------------|---------------------------------------|--------------------|
| 2             | 2              | Initial Operator Training (6 persons) | \$52,500           |
| 3             | 3              | Skills Development Training           | \$30,000           |
| 4             | 4              | Protocols Development                 | \$8,000            |
| 5             | 5              | Signature Descriptions                | \$7,500            |
| 6             | 6              | Permitting Support                    | \$5,000            |
| 7             | 7              | Maintenance                           | \$18,000           |
| 8             | 8              | Logistics                             | \$11,400           |
| 9             | 9              | Mission Support                       | \$0                |
| 10            | 10             | Data Support                          | \$0                |
| 11            | 11             | Project Management                    | \$12,000           |
| Service Total |                |                                       | \$144,400.00       |

Thus, the total estimated cost of the hardware and services is **\$298,000**. Payment for the hardware is net 30 days. Delivery of the hardware may take as long as 120 days from authorization to proceed—however, every effort will be made to accelerate the delivery. The payment for services will be billed on monthly basis—invoices will be only for the services used during the prior calendar month. Invoices for service will be submitted with net 30 day terms.

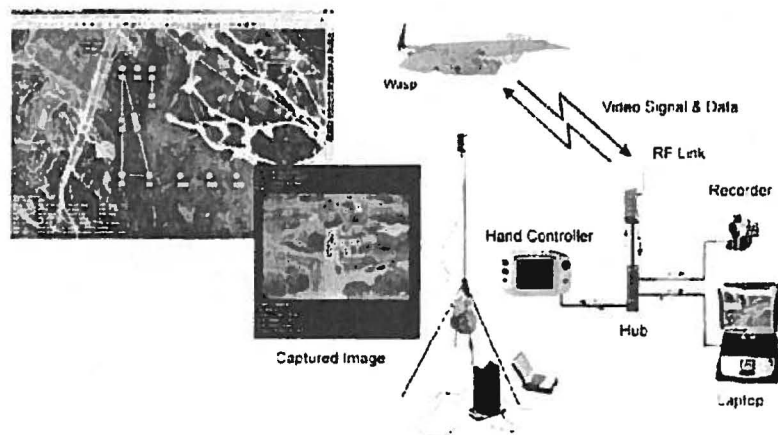
Signature Science, LLC, (SSLLC) is the prime contractor and is ultimately responsible for delivering the promised products and services to the Department of Public Safety. SSLLC is a Texas-owned and based business that has been providing homeland security and law enforcement support services for over six years. The company is a subsidiary of the not-for-profit Southwest Research Institute that has its headquarters in San Antonio.

Our principle partner in providing the described services and products is AeroVironment, Inc. AeroVironment is a well-established company that was founded in 1970 and has been providing unmanned aerial vehicle products and services to numerous government agencies since its inception. The Project Team (SSLLC and AVI) will work as a seamless organization on this project.

#### **Item 1: Hardware**

The Wasp is a proven system that can serve the public safety and law enforcement needs of the Department of Public Safety with a very small footprint. Each Wasp air vehicle weighs less than one pound and has a wingspan of 28.5 inches. For daytime operations, the Wasp uses 2048 x 1536 side imagers with digital pan-tilt-zoom (PTZ) capabilities. In addition, the Wasp uses a 320 x 240 thermal imager.

The Wasp is controlled and monitored by a Ground Control Station (GCS). Each GCS is comprised of an RF head, hub, hand controller unit, and antenna mast/RF link. Mission planning and autonomous execution is performed by using FalcolnView software and a laptop computer (not-included). A Toughbook-like computer is recommended for field operations.





### **Item 2: Initial Operator Training**

Initial flight training (item #2) for 6 DPS operators will be provided at AeroVironment's training facility in California. (The cost for this item is fixed-price pass through.) The training will immediately follow acceptance of the 4 Wasp air vehicles and the 2 ground control stations. All travel and sustenance costs associated with the training are the responsibility of DPS. The training will be conducted as a two-week program and will address issues such as operator controls, pre-flight checks, launch, operation, autoland, field maintenance and repair, mission planning, airspace management, and advanced tactics.

### **Item 3: Skills Development Training**

After the initial flight training, additional training (item #3) will be provided by Signature Science at locations to be specified in Texas. (This item will be billed on time-and-materials basis.) These additional training sessions will be used to provide public safety and law enforcement scenarios as training opportunities for DPS operators. DPS will be able to select the types and frequency of the scenario training as long as the actual costs do not exceed the proposed cost.

### **Item 4: Protocols Development**

Signature Science will support DPS in the development of training, deployment, storage, and refurbishment protocols (item #4). (This item will be billed on a time-and-materials basis.) To the greatest extent possible, existing DPS protocols will be leveraged to minimize expense and resistance to protocol adoption. Each DPS operator and command staff member should be familiar with the parameters associated with deployment and operation of the Wasp.

### **Item 5: Signature Descriptions**

Signature Science will also develop profiles for observations and indications for several public safety and law enforcement mission objectives (item #5). (This item will be billed on a time-and-materials basis.) A quick-reference guide will be prepared that includes example imagery and list of potential indicators for various activities such as: toxic chemical accidents, methamphetamine production, and other law enforcement objectives. DPS will be able to select the types of scenarios for which these "signatures" will be prepared as long as the actual costs do not exceed the proposed costs.

### **Item 6: Permitting Support**

A significant risk to the program is based in the authorization to fly. The Federal Aviation Administration has banned the unlicensed operation of micro-UAV's that are operated for other-than-hobby purposes. The State of Texas must issue an air-worthiness certificate (AOC) for the Wasp that will legitimize airborne operations in the state. Signature Science and AeroVironment will provide information and background data as needed to support DPS efforts to get FAA approval for operations (item #6).

### **Item 7: Maintenance**

Signature Science will provide some field-level maintenance and repairs at our facility in Austin (item #7). Nominally, repairs and maintenance will be performed by the assigned DPS operators. If an air vehicle needs more repairs or maintenance, Signature Science will either repair the UAV or coordinate a repair with the AeroVironment depot in California. The costs of repairs for operator errors are limited to the maximum cost estimated for this task.

Assistant Chief Gary Stone  
Page 4  
20 December 2007

**Item 8: Logistics**

Signature Science will coordinate logistics and transfer of equipment from the field to our Austin location and/or Aerovironment in California (item # 8).

**Items 9-11: Mission and Data Support and Project Management**

Signature Science will also provide management for the acquisition and performance of all the above-mentioned items. The management will be captured under item #11.

DPS will assume the liability for personal injury resulting from an incident with the air vehicle. In addition, the State of Texas must indemnify the Signature Science management team and executives from prosecution under any criminal statute or civil action that may result from air vehicle activities performed at the direction or in support of the DPS.

The contract does not include any time or accommodation for prosecutorial support. If any such support is required by the state, a separate agreement will be used to compensation Signature Science and AeroVironment for related direct and indirect expenses.

Sincerely,



Adam L. Hamilton, P.E.  
President and CEO  
Signature Science, LLC

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



THOMAS A. DAVIS, JR.  
DIRECTOR

DAVID McEATHRON  
ASST. DIRECTOR



COMMISSION  
ERNEST ANGELO, JR.  
CHAIRMAN

ALLAN B. POLUNSKY  
ELIZABETH ANDERSON  
COMMISSIONERS

January 24, 2008

Texas Comptroller of Public Accounts  
Texas Procurement and Support Services (TPASS)  
1711 San Jacinto  
Austin, TX 78701

*Chapter 421*

RE: Reqn. No.: 405-8-28043 -A

Dear Ms. Dorsey,

The attached requisition is a purchase of Law Enforcement Covert Equipment.

This is a confidential procurement, the disclosure of specifications would jeopardize the effectiveness of this Agency.

Please advise/or delegate back to this agency for the procurement process.

Upon your approval/delegation I will send someone to physically pick up the document

Thanks for all your assistance and prompt attention to this matter.

Sincerely,

*Rhonda Garcia, CTPM*

Rhonda Garcia, CTPM



OPEN MARKET PURCHASE REQUISITION  
TO THE  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

AGENCY NAME AND INVOICE ADDRESS

TEXAS DEPT OF PUBLIC SAFETY  
ACCOUNTING & BUDGET CONTROL  
PO BOX 4087  
AUSTIN TEXAS 78773

DESTINATION OF GOODS IF DIFFERENT

TEXAS DEPT OF PUBLIC SAFETY  
108 Denson Dr  
Austin, TX 78752

405-001

INVOICE  
CODE (3)

405-048

DEST.  
CODE (4)

(5) DISTRICT NO. 14

(6) REQUISITION NO. 405-8-28043 - A

DATE January 24, 2008

ACCOUNTING INFORMATION (MAXIMUM 30 POS)

(7) 8222 573750 60113 70083

8) ESTIMATED TOTAL \$298,000.00

05 ✓ 10 ✓ 15 ✓ 20 ✓ 25 ✓ 30  
353 (87) (18) (58) (237) (68)

| ITEM NO. | CLASS & ITEM 680-87 | DESCRIPTION AND SPECIFICATIONS  | QUANTITY | UNIT | PRICE |
|----------|---------------------|---|----------|------|-------|
| 1        |                     | <p>Purchase of the following:<br/><i>INSERT DOCUMENT 15 G-DRIVE</i></p> <p>Custom Surveillance Program System</p> <p>87 DPS Purchasing Contact: Rhonda Garcia, CTPM<br/>Phone/Fax Number: 512-424-7626/512-424-5419<br/>Email: <a href="mailto:rhonda.garcia@txdps.state.tx.us">rhonda.garcia@txdps.state.tx.us</a></p> <p>105 - 110 ✓ 115<br/>12 (204) (404)</p> | 1        | EA   |       |

INTENDED USE AND/OR APPLICATION OF PURCHASED ITEM AND FULL JUSTIFICATION FOR TYPE, BRAND, ETC.

FAILURE TO SUPPLY PERTINENT FACTS MAY REQUIRE RETURN FOR COMPLETION

APPROVED (1) \_\_\_\_\_

I CERTIFY TO THE NEED FOR THE ABOVE MERCHANDISE AND THAT  
SUFFICIENT FUNDS ARE ON HAND FOR ITS PURCHASE

APPROVED (2) \_\_\_\_\_

*Rhonda Garcia CTPM*

SIGNATURE OF AUTHORITY RECOGNIZED BY THE TEXAS COMPTROLLER OF  
PUBLIC ACCOUNTS



**TEXAS DEPARTMENT OF PUBLIC SAFETY  
HUB SUBCONTRACTING PLAN (HSP)  
DECLARATION OF SUBCONTRACTING OPPORTUNITIES**

(Must be completed for contract award(s) expected to be \$100,000 or greater)

In accordance with the HUB Rules, 1 TAC, 20.14(a) the following has been utilized to make the determination of whether subcontracting opportunities are probable under the proposed contract:

- ☐ Use of the HUB Participation goals shown in HUB Rules, 1 TAC, sec. 20.13 (Relating to Annual Procurement Utilization Goals);
- ☒ Research of the Central Master Bidders list, the HUB Directory, the Internet and other directories, identified by the Comptroller of Public Accounts, for HUB's that may be available to perform the contract work; and
- ☐ Additional HUB "Good Faith Effort" (GFE) initiatives, noted below:
- ☐ Contacting other state and local agencies to obtain information regarding similar contracting and subcontracting opportunities;
- ☐ Review history of similar DPS purchasing transaction(s)
- ☐ Other (Specify): \_\_\_\_\_

As the authorized representative of the Department of Public Safety, I have reviewed the referenced proposed procurement requirements and have determined, to the best of my knowledge and experience that probable subcontracting opportunities:

- \* **DO** exist therefore; a HUB Subcontracting Plan (HSP) requirement is to be part of the solicitation's specifications. **This is not a comprehensive list of all subcontracting opportunities for this project. The bidder is responsible for identifying all types of potential subcontracting work.**

\_\_\_\_\_  
Signature of DPS Requiring Activity Representative

Print/Type:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Reviewed:**

\_\_\_\_\_  
Kevin Jones, CTPM, Procurement & Contract Administrator  
(512) 424-2071

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

| FOR DPS USE ONLY:  | Reference information for HSP   |
|--|---|
| Probable Subcontracting Opportunities by Description, Class, Item, and District: | Unmanned Airborne Surveillance Program Custom System<br>Class: 680 Item: 87<br>District: 14 |
|  | Ref: 405-8-28043<br>Open Market/Confidential Procurement<br>\$298,000.00                    |

Welcome to Orion Electronics. Entrance to our website requires a username and password. Please choose from the menu at right to login or apply for access.

Orion Electronics is an award winning manufacturer of high-tech electronic equipment and supplies for government agencies. Established in 1975, Orion Electronics has over 30 years of experience and service to the international community.

**Innovation**

As the leader in our field, our mission is to provide our customers with the most flexible and convenient products possible. We strive to be on the cutting edge of technology and give our customers effective and reliable systems regardless of the environment.

**Integrity**

Confidential information is respected. The management and staff at Orion deal fairly and equally with all of our customers regardless of their size. Our reputation has been built on honestly representing our products and capabilities. The equipment meets (and often exceeds) the specifications we publish and our prices are competitive and standardized. When we make a commitment, you know we do our best to deliver on time and on budget. If there are unforeseen delays you will be kept informed as to the reasons why.

**Support**

No product leaves our plant without first passing Orion's high standards of quality assurance tests. We bake them, we freeze them, we submerge them and shake them before they go out the door. Orion's products are also thoroughly tested in the field by our in-house Research and Development and Technical Support teams. If you are in the field and need assistance we provide FREE 24 Hour support for all of our products. You talk one-on-one with an expert who uses and works with Orion's equipment everyday. Our equipment is easy to use and install. When your budget, manpower, or time is limited, we can work with you to provide the right solution for your individual needs.

**Secure Site****LOGIN****Apply for Access****APPLY**

Email address for access application: [salesadmin@orion.ns.ca](mailto:salesadmin@orion.ns.ca)

**WARNING:** This is a restricted web site. Access by unauthorized Law Enforcement Agency personnel without the express written access of this system, its files, data and information is prohibited and a violation of the Code of Canada Sections 430(1.1) and other applicable international laws.

Contact Webmaster

**\*\*Note:** Orion Electronics Limited website is optimized for viewing with Microsoft's Internet Explorer. A screen resolution of 1024 X 768 is recommended for optimum browsing.

1-800-NOLIMIT  
45-4648  
6  
313-2300

**Manuel J. Perez**

---

**From:** Rodriguez, Helen [Helen.Rodriguez@txdps.state.tx.us]  
**Sent:** Friday, February 08, 2008 10:05 AM  
**To:** Manuel J. Perez  
**Subject:** 309 letter for 405-8-28043

Manuel,

The attached 309 letter is the letter that should have been sent, the one you have for this PO has nothing to do with what we are to purchase. This is a confidential purchase, please advise. My apology for the incorrect letter submitted.

Thank you,

HELEN ASPEITIA RODRIGUEZ, CTPM  
TEXAS DEPT OF PUBLIC SAFETY  
PURCHASING SUPERVISOR  
TELEPHONE NO.: 512 424-2065  
FAX NO.: 512-424-5419  
E-MAIL: Helen.Rodriguez@txdps.state.tx.us

2/8/2008

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0001  
512/424-2000



THOMAS A. DAVIS, JR.  
DIRECTOR

DAVID McEATHRON  
ASST. DIRECTOR



COMMISSION  
ERNEST ANGELO, JR.  
CHAIRMAN

ALLAN B. POLUNSKY  
ELIZABETH ANDERSON  
COMMISSIONERS

February 6, 2008

Comptroller of Public Accounts  
Attn: Texas Procurement and Support Services (TPASS)  
P.O. Box 13186  
Austin, Texas 78711

Dear Sir:

We are of the opinion that the attached request contains restrictive specifications in accordance with Texas government Code, Title 10, Subtitle D, Section 2155.067, in that we are specifying one vendor of the Unmanned Aerial Surveillance System.

The Signature Science, Unmanned Aerial System will be utilized to collect evidence of crime and to be used for surveillance where a danger to life is present. The instrument design incorporates a number of proprietary design features that enable performance we need that is not available with competitors. These items include secure live video downlink, self tracking, still photography and nighttime IR technology.

Signature Science is the sole distributor and trainer of this instrument package fulfilling investigative and officer safety needs

Sincerely,

Thomas A. Davis, Jr.  
Director

TADJr:GRS



**Manuel J. Perez**

---

**From:** Manuel J. Perez  
**Sent:** Monday, February 25, 2008 1:02 PM  
**To:** 'Garcia, Rhonda'  
**Cc:** 'helen.rodriguez@txdps.state.tx.us'  
**Subject:** IFB 405-8-28043-A Custom Surveillance Program System

Rhonda,

Do you have specifications the Custom Surveillance Program System? I need the specifications before I can move forward.

Thanks,

Manuel Perez, CTPM, Team Lead  
Texas Procurement and Support Services  
Comptroller of Public Accounts  
PO Box 13186  
Austin, Texas 78711-3186  
Phone 512.463-2469  
Fax 512.475.0851  
[manuel.perez@cpa.state.tx.us](mailto:manuel.perez@cpa.state.tx.us)

2/25/2008

**Manuel J. Perez**

---

**From:** Rodriguez, Helen [Helen.Rodriguez@txdps.state.tx.us]  
**Sent:** Thursday, February 28, 2008 2:02 PM  
**To:** Manuel J. Perez  
**Subject:** Confidential Purchase

Please advise when this confidential procurement will be out.

Thanks for your help

HELEN ASPEITIA RODRIGUEZ, CTPM  
TEXAS DEPT OF PUBLIC SAFETY  
PURCHASING SUPERVISOR  
TELEPHONE NO.: 512 424-2065  
FAX N.: 512 424-5419  
E-MAIL: Helen.Rodriguez@txdps.state.tx.us

**CONFIDENTIAL**

*DO NOT RELEASE TO  
GENERAL PUBLIC  
WITHOUT CONSENT OF  
GENERAL COUNSEL.*

2/28/2008

**Manuel J. Perez**

---

**From:** Manuel J. Perez  
**Sent:** Thursday, March 20, 2008 2:25 PM  
**To:** 'contracts@signaturescience.com'  
**Cc:** Manuel J. Perez  
**Subject:** IFB 405-8-28043-A

Simone Montemorra, I have provide the following bid package link:

[http://esbd.cpa.state.tx.us/bid\\_show.cfm?bidid=5974137](http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=5974137)

Thanks,

Manuel Perez, CTPM, Team Lead  
Texas Procurement and Support Services  
Comptroller of Public Accounts  
PO Box 13186  
Austin, Texas 78711-3186  
Phone 512.463-2469  
Fax 512.475.0851  
[manuel.perez@cpa.state.tx.us](mailto:manuel.perez@cpa.state.tx.us)



Susan Combs Texas Comptroller of Public Accounts

You are here: Home » Procurement » Tools » **Electronic State Business Daily****CUSTOM SURVEILLANCE PROG. SYS. AS MFG. BY SIGNATURE  
SCIENCE-PROPRIETARY****Open Date:** 04/02/08 03:00 PM**Agency Requisition Number:** 405-8-28043-A

**NOTE:** You will need to download all of the following files for complete specifications and other required document, including a HUB subcontracting plan(if required).

Help: Right Click to and choose "save file as" or "save target as" to your computer.

**-Package 1 size:** 0 (in bytes) **Type:** Specification **Format:** (ASCII Plain Text)

A Hub Subcontracting Plan is required with any bid or proposal submitted

THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (CPA) IS CURRENTLY SEEKING SEALED BIDS ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR THE PURCHASE OF A CUSTOM SURVEILLANCE PROGRAM SYSTEM AS MANUFACTURED BY SIGNATURE SCIENCE LLC - PROPRIETARY.

TO ACCURATELY SUBMIT A QUALIFIED RESPONSE, PLEASE FOLLOW ALL BIDDING REQUIREMENTS LISTED IN SECTION ONE OF THE TERMS AND CONDITIONS.

**ADDITIONALLY:**

- a. PROVIDE UNIT PRICING ON THIS FORM FOR EACH LINE ITEM PER UNIT OF MEASURE.
- b. DATE/INITIAL ANY ALTERATIONS TO THE BID
- c. MAKE REFERENCE, ON THIS FORM, TO ANY TERMS, CONDITIONS AND/OR DOCUMENTS ATTACHED TO THIS BID. ATTACHMENTS NOT REFERENCED WILL NOT BE CONSIDERED AND MAY RESULT IN DISQUALIFICATION OF THE BID.
- d. RETURN PRODUCT LITERATURE/SPECIFICATIONS AS REQUIRED

TO CONFIRM RECEIPT OF FAXED BIDS, CONTACT BID SERVICES AT 512-463-3377.

**Agency:** COMPTROLLER OF PUBLIC ACCOUNTS (304 )

**Estimated Quantity:**1

**Units:** EA

**Previous Price Paid:** N/A

**Solicitation type:** 14 Days or more for entire solicitation package

**NIGP Commodity Code(s):**

Class-Item: 680 - 87

**Contact Information:**

**Contact Name:** Manuel Perez  
**Email:** Purchaser.A@cpa.state.tx.us  
**URL:** http://www.window.state.tx.us  
**Address:** 1711 SAN JACINTO  
P.O. BOX 13186  
AUSTIN , TX 78711-3186

THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (CPA) IS CURRENTLY SEEKING SEALED BIDS ON BEHALF OF THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR THE PURCHASE OF A CUSTOM SURVEILLANCE PROGRAM SYSTEM AS MANUFACTURED BY SIGNATURE SCIENCE, LLC – PROPRIETARY.

AWARDED VENDOR WILL BE RESPONSIBLE FOR DELIVERING THE ENTIRE SYSTEM AND PROVIDE SERVICES AS REQUIRED TO THE DEPARTMENT OF PUBLIC SAFETY (TXDPS)

|                                       |        |
|---------------------------------------|--------|
| 1. CUSTOM SURVEILLANCE PROGRAM SYSTEM | 1 EACH |
|---------------------------------------|--------|

DELIVERY OF EQUIPMENT TO TXDPS WILL BE BETWEEN THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING FEDERAL AND STATE HOLIDAYS.



IF NOT BIDDING  
DO NOT RETURN THIS FORM.  
BIDDER AGREES TO COMPLY WITH  
ALL TERMS & CONDITIONS OF THIS IFB

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
INVITATION FOR BIDS

BID OPENING ►

3 PM 04-02-08

1803

REQUISITION NO. ► 405-8-28043-A  
PAGE 1 OF 9

▼ FAILURE TO SIGN WILL DISQUALIFY BID ▼

1

AUTHORIZED SIGNATURE

DATE

\*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule 113.2 (68).

▼ VENDOR ADDRESS AND IDENTIFICATION NUMBER ▼

DELIVERY IN \_\_\_\_\_ DAYS, CASH DISCOUNT \_\_\_\_\_ % \_\_\_\_\_ DAYS

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
P.O. BOX 13186, AUSTIN, TX 78711-3186  
OR HAND DELIVER TO: RM 100, 1ST FLOOR  
(8:00 am-5:00 pm)

OR OVERNIGHT/EXPRESS MAIL TO:  
Room 174-A (Mailroom, N.E. Back Dock)  
(7:45 am - 4:45 pm)  
1711 SAN JACINTO, AUSTIN, TX 78701

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:  
512-463-1400

Call 512-463-3377 for FAX confirmation (8:00 am-5:00 pm)

9-1  
Signature Science, LLC  
8329 N. Mopac Expressway  
Austin, TX 78759  
Vendor No. 19000414995

8-528

E0

Vendor ID # 19000414995

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN: 9 0 - 0 0 4 1 4 9 9 500

Every vendor MUST have an EIN, prior to award of a contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11: ☐

In an effort to minimize identify theft, every company MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

PREFERENCES

In case of tie bids, one or more preferences described in TAC 113.8 and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots.

Check below to claim a preference under TAC Rule 113.8

- ☐ Supplies, materials, or equipment produced in TX or offered by TX bidders\*
- ☐ Agricultural products grown in TX
- ☐ Agricultural products offered by TX bidders\*
- ☒ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities.
- ☐ Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards

**TERMS AND CONDITIONS:**  
**ITEMS BELOW APPLIED TO AND BECOME PART OF BID.**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at the Texas Comptroller of Public Accounts (CPA) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TBPC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed and dated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the CPA based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the CPA and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-463-1400. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-463-3377 for FAX confirmation.
- 1.13. Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:**

Awards will be made in accordance with TAC Rule 113.6 (b) (3) and 113.8 (Preferences).

**4. DELIVERY:**

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, vendor shall give written notice to the CPA and the ordering agency. Vendor must keep the CPA and ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the CPA to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.03. No substitutions permitted without written approval of CPA.
- 4.04. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized CPA personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. **PAYMENT:**

Vendor shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. **PATENTS OR COPYRIGHTS:**

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

9. **VENDOR ASSIGNMENTS:**

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. **BIDDER AFFIRMATION:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.02. Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to Section 2155.004, Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.04. Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.05. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 10.06. The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.07. Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.08. Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

- 10.09 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 10.10. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 10.11. The Texas Comptroller of Public Accounts (CPA) is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- 10.12. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.



11. Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

12. **NOTE TO BIDDER:**

Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

13. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the CPA and the contractor to attempt to resolve all disputes arising under this contract.

14. **NON-APPROPRIATION OF FUNDS:**

The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

15. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the respondent.

16. **TECHNOLOGY ACCESS CLAUSE:**

- 16.01. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- a) Providing equivalent access for effective use by both visual and non visual means;
- b) Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
- c) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

- 16.02. **"Exemption Declaration:** Pursuant to the provisions of the Texas Government Code, Chapter 2157.005 (d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."

17. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Administrative Code, Rule 111.4. The Rule outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business.

Specifically, a TBPC employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TBPC or purchasers of other state agencies.



INVITATION FOR BIDS  
RETURN SEALED BIDS TO:

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13186, AUSTIN, TX 78711-3186  
1711 SAN JACINTO, AUSTIN, TX 78701

3

BID OPENING

3 PM 04-02-08

REQUISITION NO.

405-8-28043-A

PAGE 3 OF 9

VENDOR

Signature Science, LLC

30301C 01-30-2008

| ITEM | CLASS & ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|------|--------------|--|----------|------|------------|-----------------|
| 02   |              | <p><del>THIS IS A PO</del></p> <p><del>THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (CPA) IS CURRENTLY SEEKING SEALED BIDS ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR THE PURCHASE OF A CUSTOM SURVEILLANCE PROGRAM SYSTEM AS MANUFACTURED BY SIGNATURE SCIENCE LLC - PROPRIETARY.</del></p> <p>TO ACCURATELY SUBMIT A QUALIFIED RESPONSE, PLEASE FOLLOW ALL BIDDING REQUIREMENTS LISTED IN SECTION ONE OF THE TERMS AND CONDITIONS.</p> <p>ADDITIONALLY:</p> <p>a. PROVIDE UNIT PRICING ON THIS FORM FOR EACH LINE ITEM PER UNIT OF MEASURE.</p> <p>b. DATE/INITIAL ANY ALTERATIONS TO THE BID</p> <p>c. MAKE REFERENCE, ON THIS FORM, TO ANY TERMS, CONDITIONS AND/OR DOCUMENTS ATTACHED TO THIS BID. ATTACHMENTS NOT REFERENCED WILL NOT BE CONSIDERED AND MAY RESULT IN DISQUALIFICATION OF THE BID.</p> <p>d. RETURN PRODUCT LITERATURE/SPECIFICATIONS AS REQUIRED</p> <p>TO CONFIRM RECEIPT OF FAXED BIDS, CONTACT BID SERVICES AT 512-463-3377.</p> |          |      |            |                 |
| 04   |              | <p>*****</p> <p>****HUB SUBCONTRACTING PLAN (HSP) REQUIRED****</p> <p>*****</p> <p>THE AGENCY HAS DETERMINED THAT SUBCONTRACTING OPPORTUNITIES DO EXIST FOR THIS CONTRACT.</p> <p>A RESPONSE TO THIS IFB 119000414995 HUB SUBCONTRACTING PLAN (HSP) FORM OR THE RESPONSE WILL BE REJECTED.</p> <p>SEE ATTACHED FORM AND INSTRUCTIONS OR DOWNLOAD THE FORM FOUND AT:<br/><a href="http://www.window.state.tx.us/procurement/prog/hub/hub-forms/">http://www.window.state.tx.us/procurement/prog/hub/hub-forms/</a></p> <p>*****</p> <p>IMPORTANT NOTICE REGARDING COMPLETION OF THE REQUIRED HSP - ACCESS THE STEP-BY-STEP AUDIO/VIDEO INSTRUCTIONS ON HOW TO ACCURATELY COMPLETE THE HSP AT THE FOLLOWING LINK:<br/><a href="http://www.window.state.tx.us/procurement/prog/hub/hub-forms/">http://www.window.state.tx.us/procurement/prog/hub/hub-forms/</a></p> <p>*****</p>   |          |      |            |                 |
| 05   |              | <p>CPA CONTACT FOR BID SUBMISSION REQUIREMENTS OR FOR CLARIFICATION OF THE SPECIFICATIONS:<br/>CPA PURCHASER: MANUEL PEREZ<br/>PHONE: 512-463-2469<br/>EMAIL: MANUEL.PEREZ@CPA.STATE.TX.US</p>   |          |      |            |                 |
| 10   |              | <p>THE INDIVIDUAL LISTED BELOW MAY BE CONTACTED ONLY FOR CLARIFICATION OF OR REGARDING TECHNICAL QUESTIONS RELATED TO THE SPECIFICATIONS AND/OR REQUIREMENTS.</p> <p>CONTACT INFORMATION FOR CLARIFICATION ONLY:<br/>AGENCY: TEXAS DEPARTMENT OF PUBLIC SAFETY<br/>NAME: RHONDA GARCIA, CTPM <i>Agency POC</i><br/>PHONE: (512) 424-7626<br/>EMAIL: RHONDA.GARCIA@TXDPS.STATE.TX.US</p> <p>THE SPECIFICATIONS AND/OR REQUIREMENTS CONTAINED IN THIS IFB MAY NOT BE AMENDED PRIOR TO BID OPENING WITHOUT THE WRITTEN APPROVAL FROM THE TEXAS PROCUREMENT AND SUPPORT SERVICES (TPASS)</p>   |          |      |            |                 |

\*\*\* CONTINUED \*\*\*

*4/1/08*

See Attachment 1 Price Quotation for Product Specifications





INVITATION FOR BIDS  
RETURN SEALED BIDS TO:

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13186, AUSTIN, TX 78711-3186  
1711 SAN JACINTO, AUSTIN, TX 78701

4

BID OPENING

3 PM 04-02-08

REQUISITION NO.

405-8-28043-A

PAGE 4 OF 9

VENDOR

Signature Science, LLC

30301C 01-30-2008

| ITEM | CLASS & ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|------|--------------|--|----------|------|------------|-----------------|
| 15   |              | DIVISION OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS. AMENDMENTS WILL BE PROCESSED BY AN ADDENDUM ISSUED BY TPASS.   |          |      |            |                 |
| 20   |              | BIDDERS ARE CAUTIONED TO READ CAREFULLY THE SPECIFICATION(S) AND ALL TERMS AND CONDITIONS CONTAINED IN THIS IFB. BIDDERS MUST DIRECT OUR ATTENTION TO ANY EXCEPTIONS TO SPECIFICATIONS; EVEN THOUGH YOUR CATALOG OR SPEC. SHEET MAY OR MAY NOT LIST SPECIFICATIONS FOR YOUR PRODUCT. |          |      |            |                 |
| 25   |              | BIDDER IS REQUESTED TO PROVIDE THE FOLLOWING CONTACT INFORMATION FOR A POINT-OF-CONTACT FOR THE SUBMITTED BID RESPONSE.  |          |      |            |                 |
|      |              | NOTICE: BIDDER IS HEREBY ADVISED THAT THIS POINT-OF-CONTACT WILL NOT BE RECOGNIZED AS OR ACCEPTED IN LIEU OF THE "AUTHORIZED SIGNATURE" REQUIREMENT OF THIS INVITATION FOR BIDS:   |          |      |            |                 |
|      |              | NAME: Simone Montemorra  |          |      |            |                 |
|      |              | PHONE: ( 512 ) 533 - 2047  |          |      |            |                 |
|      |              | FAX: ( 512 ) 533 - 9563  |          |      |            |                 |
|      |              | E-MAIL: smontemorra@signaturescience.com   |          |      |            |                 |
|      |              | COMPLETE THE FOLLOWING VENDOR CONTACT INFORMATION IF DIFFERENT FROM ABOVE.   |          |      |            |                 |
|      |              | VENDOR POINT-OF-CONTACT:   |          |      |            |                 |
|      |              | CONTACT - DELIVERY COORDINATION:   |          |      |            |                 |
|      |              | NAME: Simone Montemorra  |          |      |            |                 |
|      |              | PHONE NO.: (512) 533-2047  |          |      |            |                 |
|      |              | FAX NO.: (512) 533-9563  |          |      |            |                 |
|      |              | E-MAIL: smontemorra@signaturescience.com   |          |      |            |                 |
|      |              | CONTACT - ACCOUNTING AND/OR INVOICES:  |          |      |            |                 |
|      |              | NAME: Michael Hurtado  |          |      |            |                 |
|      |              | PHONE NO.: (512) 533-2021  |          |      |            |                 |
|      |              | FAX NO.: (512) 533-9563  |          |      |            |                 |
|      |              | E-MAIL: mhurtado@signaturescience.com  |          |      |            |                 |
|      |              | REPORTING:   |          |      |            |                 |
|      |              | THIS PROVISION REQUIRING MONTHLY REPORTING OF EXPENDITURES DOES NOT APPLY IF THE AWARDED CONTRACT IS A ONE-TIME PURCHASE FOR WHICH A SINGLE PAYMENT BY THE STATE IS MADE.  |          |      |            |                 |
|      |              | THE AWARDED VENDOR SHALL PROVIDE THE CPA, BY CLOSE OF BUSINESS ON THE TENTH WORKING DAY OF EACH MONTH, A REPORT OF THE EXPENDITURES UNDER THE AWARDED CONTRACT FOR THE PREVIOUS MONTH.   |          |      |            |                 |
|      |              | THE REPORT SHOULD BE SENT BY:  |          |      |            |                 |
|      |              | E-MAIL: (PURCHASER) or   |          |      |            |                 |
|      |              | FAX: 512-475-0851  |          |      |            |                 |
|      |              | OR MAILED TO: CONTRACT MANAGEMENT  |          |      |            |                 |
|      |              | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS   |          |      |            |                 |
|      |              | ATTN: TPASS DIVISION   |          |      |            |                 |

\*\*\* CONTINUED \*\*\*



INVITATION FOR BIDS  
RETURN SEALED BIDS TO:  
**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**  
P.O. BOX 13186, AUSTIN, TX 78711-3186  
1711 SAN JACINTO, AUSTIN, TX 78701

5

BID OPENING

3 PM 04-02-08

REQUISITION NO

405-9-29043-A  
PAGE 5 OF 9

VENDOR

Signature Science, LLC

20501C 01-30-2008

| ITEM | CLASS & ITEM                                 | DESCRIPTION   | QUANTITY | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|------|--|---|----------|------|------------|-----------------|
|      |  | PO BOX 13186<br>AUSTIN TX 78711-3186<br><br>THE AWARDED VENDOR SHALL ALSO PROVIDE AD HOC REPORTS TO THE CPA UPON REQUEST. REQUESTS FOR AD HOC REPORTS WILL BE PROVIDED BY THE CPA IN WRITING, AND THE REPORT SHALL BE DUE NO LATER THAN FIVE (5) WORKING DAYS FROM THE DATE OF REQUEST.<br><br>FORMAT AND CONTENT OF ALL REPORTS SHALL BE PRESCRIBED BY THE CPA.<br><br>THESE SPECIFICATIONS ARE BEING ADVERTISED UNDER TX. GOV'T. CODE CHAPTER 2155.067. ONLY SOLICITATIONS ON ITEMS CONFORMING EXACTLY TO THESE SPECIFICATIONS WILL BE CONSIDERED IN DETERMINING AN AWARD.<br><br>"CONFORMING EXACTLY TO THESE SPECIFICATIONS" INCLUDES BIDDING ONLY THE BRAND NAME(S), MAKE AND MODEL NUMBERS SPECIFIED IN THIS SOLICITATION.<br><br>AWARDED VENDOR WILL BE RESPONSIBLE FOR DELIVERING THE ENTIRE SYSTEM AND PROVIDE SERVICES AS REQUIRED TO THE DEPARTMENT OF PUBLIC SAFETY (TXDPS).<br><br>ONLY SYSTEMS MANUFACTURED BY SIGNATURE SCIENCE, LLC WILL BE CONSIDERED IN DETERMINING AN AWARD. |          |      |            |                 |
| 1.   | 680-87<br>CUSTOM SURVEILLANCE PROGRAM SYSTEM | DELIVERY OF EQUIPMENT TO TXDPS WILL BE BETWEEN THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING FEDERAL AND STATE HOLIDAYS.<br><br>AS A PART OF THE EVALUATION PROCESS FOR AWARD AND IN COMPLIANCE WITH THE PROVISIONS OF TEXAS GOVERNMENT CODE, TITLE 10, SUBTITLE D, SECTION 2155.074, SECTION 2155.075, SECTION 2156.007, SECTION 2157.003 AND SECTION 2157.125, AND TEXAS ADMINISTRATIVE CODE, TITLE 1, CHAPTER 113.6, INFORMATION OBTAINED FROM CPA'S VENDOR PERFORMANCE TRACKING SYSTEM MAY BE USED IN EVALUATING RESPONSES TO SOLICITATIONS FOR GOODS AND SERVICES TO DETERMINE THE BEST VALUE FOR THE STATE. THE VENDOR PERFORMANCE TRACKING SYSTEM CAN BE LOCATED ON THE CPA WEBSITE AT:<br><a href="http://www.window.state.tx.us/procurement/prog/vendor_performance/">http://www.window.state.tx.us/procurement/prog/vendor_performance/</a>  | 1        | EA   | \$297,995  | \$297,995       |
|      |  | SUSPENSION, DEBARMENT, AND TERRORISM: BIDDER CERTIFIES THAT THE BIDDING ENTITY AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT BIDDER IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT BIDDER IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT <a href="http://www.epls.gov">http://www.epls.gov</a>  |          |      |            |                 |
|      |  | BID RESULTS - TO ACCESS VIEW/PRINT BID RESULTS GO TO THE CPA WEB SITE AT:<br><a href="http://www.window.state.tx.us/procurement/tools/">http://www.window.state.tx.us/procurement/tools/</a>  |          |      |            |                 |

\*\*\* CONTINUED \*\*\*

See Attachment 1 Price Quotation for details of delivery

4/11/08

295,500

297,995.00  
4/18/08

END



INVITATION FOR BIDS  
RETURN SEALED BIDS TO:  
**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**  
P.O. BOX 13186, AUSTIN, TX 78711-3186  
1711 SAN JACINTO, AUSTIN, TX 78701

6

BID OPENING

3 PM 04-02-08

REQUISITION NO.

405-8-28043-A  
PAGE 6 OF 9

VENDOR

Signature Science, LLC

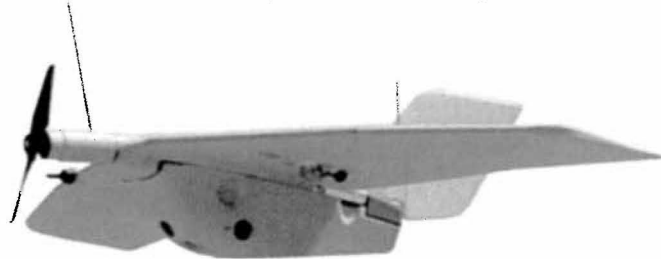
20301C 01-20-2008

| ITEM | CLASS & ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|------|--------------|-------------|----------|------|------------|-----------------|
|      |              | bidtab/     |          |      |            |                 |

# ATTACHMENT 1

## Price Quotation

Signature Science, LLC, is pleased to submit this proposal for a custom surveillance program system that will lead the nation by providing the Texas Department of Public Safety (TDPS) with leading edge technology for public safety and security missions. Signature Science will provide one AeroVironment Wasp Micro Unmanned Aircraft System (consisting of 4 air vehicles and 2 ground control station) that will become the property of the Texas Department of Public Safety. The sale and transfer of these aircraft systems will be accompanied by a one-year service and support program to be provided by Signature Science.



The system to be delivered to TDPS includes the following items as described in the table below:

| Item #       | Description                                  | Cost             |
|--------------|--|------------------|
| 1            | Custom Surveillance Program System           | \$153,600        |
| 2            | Initial Operator Training (up to 6 students) | \$52,500         |
| 3            | Skills Development Training                  | \$30,000         |
| 4            | Protocols Development                        | \$7,972          |
| 5            | Signature Descriptions                       | \$7,497          |
| 6            | Permitting Support                           | \$4,972          |
| 7            | Maintenance                                  | \$18,064         |
| 8            | Logistics                                    | \$11,413         |
| 9            | Project Management                           | \$11,978         |
| <b>Total</b> |  | <b>\$297,995</b> |

Thus, the total estimated cost of the hardware and services is **\$297,995**. Payment for the system and all services will be due upon net 30 days from award. Hardware and services of this quotation are envisioned to be completed within one year. The hardware portion of this quotation will be delivered within 120 days of the bid award.

Signature Science, LLC, is the prime contractor and is ultimately responsible for delivering the promised products and services to the Department of Public Safety. Signature Science is a Texas-owned and based business that has been providing homeland security and law enforcement support services for over seven years. The company is a subsidiary of the not-for-profit Southwest Research Institute that has its headquarters in San Antonio, Texas.

Our principle partner in providing the described services and products is AeroVironment, Inc. AeroVironment is a well-established company that was founded in 1970 and has been providing unmanned aerial vehicle products and services to numerous government agencies since its inception. The Project Team (Signature Science and AeroVironment) will work as a seamless organization on this project.

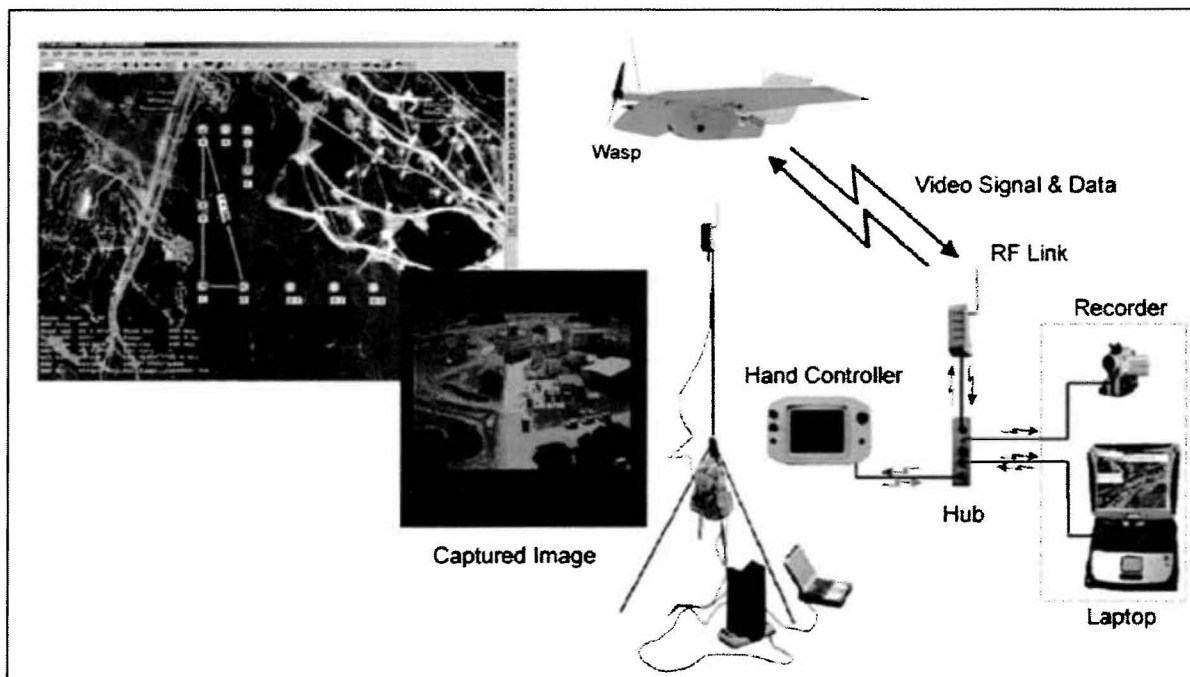
*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.*



**Item 1: Hardware**

The Wasp is a proven system that can serve the public safety and law enforcement needs of the Department of Public Safety with a very small footprint. Each Wasp air vehicle weighs less than one pound and has a wingspan of 28.5 inches. For daytime operations, the Wasp uses 2048 x 1536 side imagers with digital pan-tilt-zoom (PTZ) capabilities. In addition, the Wasp uses a 320 x 240 thermal imager.

The Wasp is controlled and monitored by a Ground Control Station (GCS). Each GCS is comprised of an RF head, hub, hand controller unit, and antenna mast/RF link as pictured below. Mission planning and autonomous execution is performed by using FalcolnView software and a laptop computer (not-included). A Toughbook-like computer is recommended for field operations.



The system will include the following hardware as described in the table below:

| Quantity | Description             |
|----------|-------------------------|
| 4        | Wasp Air Vehicle        |
| 2        | Electro/Optical Payload |
| 2        | Infrared Payload        |
| 2        | Ground Control Station  |
| 4        | Wasp Batteries          |
| 2        | Simulator Dongle        |
| 1        | Operators' Kit          |



**Item 2: Initial Operator Training**

Initial flight training for up to six (6) TDPS operators will be provided at AeroVironment's training facility in California. The training will take place after the acceptance of the 2 Wasp air vehicles and the ground control stations. All TDPS travel and sustenance costs associated with the training are the responsibility of TDPS. The training will be conducted as a two-week program and will address issues such as operator controls, pre-flight checks, launch, operation, autoland, field maintenance and repair, mission planning, airspace management, and advanced tactics.

**Item 3: Skills Development Training**

After the initial flight training, additional training will be provided by Signature Science at locations to be specified in Texas. These two training sessions will be used to provide public safety and law enforcement scenarios as training opportunities for TDPS operators.

**Item 4: Protocols Development**

Signature Science will support TDPS in the development of training, deployment, storage, and refurbishment protocols. To the greatest extent possible, existing TDPS protocols will be leveraged to minimize expense and resistance to protocol adoption. Each TDPS operator and command staff member should be familiar with the parameters associated with deployment and operation of the Wasp.

**Item 5: Signature Descriptions**

Signature Science will also develop three profiles for observations and indications for several public safety and law enforcement mission objectives. A quick-reference guide will be prepared that includes example imagery and list of potential indicators for various activities such as: toxic chemical accidents, methamphetamine production, and other law enforcement objectives. The TDPS will be able to select the types of scenarios for which these "signatures" will be prepared as long as the actual costs do not exceed the proposed costs.

**Item 6: Permitting Support**

A significant risk to the program is based in the authorization to fly. The Federal Aviation Administration has banned the unlicensed operation of micro-UAV's that are operated for other-than-hobby purposes. The Federal Aviation Administration (FAA) must issue a Certificate of Authorization (COA) for the Wasp that will legitimize airborne operations in the state. Signature Science and AeroVironment will provide information and background data as needed to support TDPS efforts to get FAA approval for operations.

**Item 7: Maintenance**

Signature Science has assumed a fixed budget for field-level maintenance and repairs at our facility in Austin. Nominally, repairs and maintenance will be performed by the assigned TDPS

operators. If an air vehicle needs more repairs or maintenance, Signature Science will either repair the UAV or coordinate a repair with the AeroVironment depot in California up to the budget limit.

**Item 8: Logistics**

Signature Science will coordinate logistics and transfer of equipment from the field to our Austin location and/or AeroVironment in California.

**Items 9: Project Management**

Signature Science will also provide management for the acquisition and performance of all the above-mentioned items.

The TDPS will assume the liability for personal injury resulting from an incident with the air vehicle. In addition, the State of Texas must indemnify the Signature Science management team and executives from prosecution under any criminal statute or civil action that may result from air vehicle activities performed at the direction or in support of the TDPS.

The contract does not include any time or accommodation for prosecutorial support. If any such support is required by the state, a separate agreement will be used to compensation Signature Science and AeroVironment for related direct and indirect expenses.

## ATTACHMENT 2

### Subcontractor Notification



# HUB Subcontracting Plan (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

## - - Agency Special Instructions/Additional Requirements - -

### SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Signature Science, LLC State of Texas VID #: 19000414995  
Point of Contact: \_\_\_\_\_ Phone #: (512) 533-2000
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Solicitation #: 405-8-28043-A

### SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including good and services, will be subcontracted. Note: In accordance with 34 TAC §20.12, a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☒ - Yes, I will be subcontracting portion(s) of the contract.  
(If Yes, in the spaces below, list the portions of work you will be subcontracting, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (If No, complete SECTION 9 and 10.)

| Line Item # - Subcontracting Opportunity Description | Line Item # - Subcontracting Opportunity Description |
|--|--|
| ( #1) - Aircraft Equipment NOS                       | (#11) -  |
| ( #2) -  | (#12) -  |
| ( #3) -  | (#13) -  |
| ( #4) -  | (#14) -  |
| ( #5) -  | (#15) -  |
| ( #6) -  | (#16) -  |
| ( #7) -  | (#17) -  |
| ( #8) -  | (#18) -  |
| ( #9) -  | (#19) -  |
| (#10) -  | (#20) -  |

\*If you have more than 20 subcontracting opportunities, a continuation page is available at  
<http://www.window.state.tx.us/procurement/prog/hub/hub-forms>

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>

### SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 Description: Aircraft Equipment NOS

### SECTION 4 - MENTOR-PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting there Protege (Protege must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protege?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

### SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to Section 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

### SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY SEE ATTACHMENT 2 Subcontractor Notification

Complying with a, b, and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its Historically Underutilized Business (HUB) Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Written notification should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

### SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

| Company Name   | VID #         | Notice Date<br>(mm/dd/yyyy) | Was Response Received?  |
|----------------|---------------|-----------------------------|---|
| BEVCO          | 1010740042450 | 3 / 24 / 2008               | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
| GLOBE ELECTRIC | 1742135938500 | 3 / 25 / 2008               | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
| KAJAVA         | 1383719024100 | 3 / 25 / 2008               | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |

### SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas Certified HUB.

| Company Name  | VID # | Expected %<br>of Contract | Approximate<br>Dollar Amount | Texas<br>Certified HUB?  |
|---------------|-------|---------------------------|------------------------------|--|
| AeroVironment |       | 50 %                      | \$ 150k                      | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No* |
|               |       | %                         | \$                           | <input type="checkbox"/> - Yes <input type="checkbox"/> - No*            |

\* If the subcontractor(s) you selected is not a Texas certified HUB, provide a written justification of your selection process below:

We notified HUB Vendors and Associations as per Section 6 above and received no bids.

Enter your company's name here: Signature Science, LLCSolicitation #: 405-8-28043-A**SECTION 9 - SELF PERFORMANCE JUSTIFICATION** N/A

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ - **Yes** If Yes, in the place provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

☐ - **No** If No, in the place provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and employees.

Not Applicable

**SECTION 10 - AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

## Results for HUBs on CMBL Search

| Vendor ID     | Contact Person                 | Company Name                               | Address (line 1)         | Address (line 2) | City      | State | Zip Code   |
|---------------|--------------------------------|--|--------------------------|------------------|-----------|-------|------------|
| 1010740424500 | Claire Mcdaniel                | <u>BEST PRODUCTS COMPANY, INC.</u>         | 318 WEST MAIN, SUITE 207 |                  | Arlington | TX    | 76010      |
| 1161741566300 | Owner/James Bell               | <u>BEVCO</u>                               | P O BOX 61003            |                  | Houston   | TX    | 77208      |
| 1742135938500 | Pres./Edna Douadi              | <u>GLOBE ELECTRIC SUPPLY COMPANY, INC.</u> | P.O. BOX 710548          |                  | Houston   | TX    | 77271-0548 |
| 1383719024100 | Suzanne Schwitters - President | <u>KAJAVA, LLC</u>                         | 3934 EMORY RD            |                  | El Paso   | TX    | 79922      |

4 vendors found where class code (1) is '35', item code (1) is '22' or 'all' sorted by name. (Inactive vendors listed in italics)

# KAJAVA, LLC

| CMBL/HUB Vendor Detail |   |
|------------------------|---|
| Vendor ID / Number:    | 1383719024100 / 43882   |
| HUB Status:            | A (HUB on CMBL)   |
| HUB Expire Date:       | 11-OCT-09   |
| Vendor Name:           | KAJAVA, LLC   |
| Vendor Address:        | 3934 EMORY RD<br>EL PASO, TX 79922  |
| County:                | EL PASO   |
| Vendor URL:            | <a href="http://schwitj@aol.com">http://schwitj@aol.com</a>                               |
| Contact:               | Suzanne Schwitters - President  |
| Phone / Fax:           | 915-584-9701 / 915-584-9701   |
| Email Address:         | <a href="mailto:schwitj@aol.com">schwitj@aol.com</a>                                      |
| Ethnicity / Gender:    | WO / F  |
| Business Description:  | SHADE STRUCTURES, COVERED PARKING, FLAG POLES,CANOPIES, FABRIC STRUCTURES, FABRIC AWNINGS |
| Business Category:     | COMMODITIES<br>WHOLESALE/RESELLER (07)  |
| Small Business:        | Y   |
| CMBL Expire Date:      | 30-JUL-08   |

Comptroller's Tax Status This Vendor

Comptroller Lookup Any Vendor

| <b>Vendor Performance</b>           | <b>Score</b>        | <b># of POs</b>       |
|-------------------------------------|---------------------|-----------------------|
| Commodity Delivery:                 | *                   | 0                     |
| Commodity Performance:              | *                   | 0                     |
| Service Delivery:                   | *                   | 0                     |
| Service Performance:                | *                   | 0                     |
| <b>Non-Scored Reports:</b>          | <b>Satisfactory</b> | <b>Unsatisfactory</b> |
| Delegated, Exempt, and Blanket POs: | <u>0</u>            | <u>0</u>              |
| Exceptional Performance Reports:    | <u>0</u>            |                       |

| Class-Item   Commodity Description ( <i>bold for all items in class</i> ) |  |
|---|--|
| 35  | <b>AIRCRAFT AND AIRPORT EQUIPMENT, PARTS, AND SUPPLIES</b>   |
| 35-22   | Airport Equipment (Not Otherwise Classified)   |
|   | commodity items shown for class 35 are available for the districts:<br>1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25 |
| 155   | <b>BUILDINGS AND STRUCTURES: FABRICATED AND PREFABRICATED</b>  |



Date: 3/25/2008 Page 1 of: 2

To: Suzanne Schwitters From: Robert Waller

Firm: KAJAVA, LLC cc: \_\_\_\_\_

Facsimile: 915 584 9701 \_\_\_\_\_

Subject: \_\_\_\_\_

Message:

**CONFIDENTIALITY NOTICE**

The information in this facsimile transmission is intended solely for the stated recipient of this transmission. If you have received this fax in error, please notify the sender immediately by telephone. If you are not the intended recipient, please be advised that dissemination, distribution, or copying of the information contained in this fax is strictly prohibited.

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**Notice of Subcontracting Opportunity**

Response Due: Tuesday April, 1, 2008 NLT 10:00am CDT

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Signature Science, LLC has identified a need for equipment:

1. Scope of Work: Provide an electric-powered micro unmanned vehicle (weighing less than one pound) with programmable control features including live video feed, GPS and 45-minute endurance.
2. Contact Ed Tovar (see below) for more information if you can provide the requested vehicle.
3. Bonding and Insurance Requirements: No bonding, standard commercial insurance.

Inquiries: Ed Tovar, [etovar@signaturescience.com](mailto:etovar@signaturescience.com), 512 533 2038

---

TRANSMISSION VERIFICATION REPORT

TIME : 03/25/2008 13:24  
NAME : SIGNATURE SCIENCE  
FAX : 5125339564  
TEL : 8774744724

|              |              |
|--------------|--------------|
| DATE, TIME   | 03/25 13:22  |
| FAX NO./NAME | 919155849701 |
| DURATION     | 00:01:39     |
| PAGE(S)      | 02           |
| RESULT       | OK           |
| MODE         | STANDARD     |

## Manuel J. Perez

---

**From:** Hamilton, Dan [dhamilton@signaturescience.com]  
**Sent:** Friday, April 11, 2008 12:44 PM  
**To:** Manuel J. Perez  
**Cc:** Hamilton, Adam; Hurtado, Michael; Montemorra, Simone  
**Subject:** RE: IFB 405-8-28043-A Custom Surveillance

**Importance:** High

Mr. Perez -

Signature Science accepts the offer of \$295,500.00.

Dan Hamilton  
Signature Science, LLC  
(877) 474-4724 x2030

-----Original Message-----

From: Manuel J. Perez [mailto:Manuel.Perez@cpa.state.tx.us]  
Sent: Friday, April 11, 2008 7:45 AM  
To: Hamilton, Dan  
Cc: Hamilton, Adam; Hurtado, Michael; Montemorra, Simone  
Subject: RE: IFB 405-8-28043-A Custom Surveillance

Mr. Hamilton,

Will you Company re-consider my counter of \$295,500.00?

Thanks,

Manuel Perez, CTPM, Team Lead  
Texas Procurement and Support Services  
Comptroller of Public Accounts  
PO Box 13186  
Austin, Texas 78711-3186  
Phone 512.463-2469  
Fax 512.475.0851  
manuel.perez@cpa.state.tx.us

-----Original Message-----

From: Hamilton, Dan [mailto:dhamilton@signaturescience.com]  
Sent: Friday, April 11, 2008 1:10 AM  
To: Manuel J. Perez  
Cc: Hamilton, Adam; Hurtado, Michael; Montemorra, Simone  
Subject: RE: IFB 405-8-28043-A Custom Surveillance

Mr. Perez -

Signature Science has reviewed the counteroffer of \$290,000 against our original bid of \$297,995. Taking into consideration the added value our complete suite of services offers, we have concluded that our original price structure as proposed remains our best offer to the State of Texas.

Please contact me with any questions.

Daniel A. Hamilton, C.P.M.

Manager, Contracts and Procurement

Signature Science, LLC  
8329 North Mopac Expressway

Austin, TX 78759

(877) 474-4724 x2030 toll free

(877) 543-8212 pager

(512) 533-9564 fax <http://www.signaturescience.com><<http://www.signaturescience.com/>>

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---

From: Manuel J. Perez [mailto:Manuel.Perez@cpa.state.tx.us]  
Sent: Thursday, April 10, 2008 6:25 PM  
To: Montemorra, Simone  
Cc: Hurtado, Michael  
Subject: IFB 405-8-28043-A Custom Surveillance

Will one of you call me in the morning?

Thanks,

Manuel Perez, CTPM, Team Lead  
Texas Procurement and Support Services  
Comptroller of Public Accounts  
PO Box 13186  
Austin, Texas 78711-3186  
Phone 512.463-2469  
Fax 512.475.0851 [manuel.perez@cpa.state.tx.us](mailto:manuel.perez@cpa.state.tx.us)<<mailto:manuel.perez@cpa.state.tx.us>>

**Manuel J. Perez**

**From:** Vice, Harold [Harold.Vice@txdps.state.tx.us]  
**Sent:** Thursday, April 17, 2008 9:48 AM  
**To:** Rodriguez, Helen  
**Cc:** Manuel J. Perez; kevin.jones@txdps.state.tx.us  
**Subject:** RE: IFB 405-8-28043-A Custom Surveillance

Manuel Perez et al-

Please find attached the approved HSP review for solicitation 405-8-28043-A. Less than 2 hour turn around. Outstanding!

Cheers,

**From:** Rodriguez, Helen  
**Sent:** Thu 4/17/2008 7:56 AM  
**To:** Vice, Harold  
**Cc:** Manuel.perez@cpa.state.tx.us  
**Subject:** FW: IFB 405-8-28043-A Custom Surveillance

Please advise if the SHUB has been reviewed and approved, this is also a "Confidential" procurement."

I will need to respond to the Purchaser, this order is ready to be place upon your response.

Thank you,

HELEN ASPEITIA RODRIGUEZ, CTPM  
TEXAS DEPT OF PUBLIC SAFETY  
PURCHASING SUPERVISOR  
TELEPHONE NO.: 512 424-2065  
FAX N.: 512 424-5419  
E-MAIL: Helen.Rodriguez@txdps.state.tx.us

-----Original Message-----

From: Manuel J. Perez [mailto:Manuel.Perez@cpa.state.tx.us]  
Sent: Friday, April 11, 2008 2:43 PM  
To: haroldvic@tdcj.state.tx.us  
Cc: Rodriguez, Helen  
Subject: IFB 405-8-28043-A Custom Surveillance

Harold,

Please review and respond to the enclosed document.

Thanks,

Manuel Perez, CTPM, Team Lead  
Texas Procurement and Support Services  
Comptroller of Public Accounts  
PO Box 13186  
Austin, Texas 78711-3186  
Phone 512.463-2469

4/17/2008

Fax 512.475.0851  
manuel.perez@cpa.state.tx.us







# HUB Subcontracting Plan (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

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- - Agency Special Instructions/Additional Requirements - -

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- a. Respondent (Company) Name: Signature Science, LLC State of Texas VIN #: 19000414995  
Point of Contact: \_\_\_\_\_ Phone #: (512) 533-2000
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Solicitation #: 405-8-28043-A

## SECTION 2 - SUBCONTRACTING INTENTIONS

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- ☒ - Yes, I will be subcontracting portion(s) of the contract.  
(If Yes, in the spaces below, list the portions of work you will be subcontracting, and go to page 2.)
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| Line Item # - Subcontracting Opportunity Description | Line item # - Subcontracting Opportunity Description |
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| ( #6) -  | (#16) -  |
| ( #7) -  | (#17) -  |
| ( #8) -  | (#18) -  |
| ( #9) -  | (#19) -  |
| ( #10) -   | (#20) -  |

\*If you have more than 20 subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>

### SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 Description: Aircraft Equipment NOS

### SECTION 4 - MENTOR-PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting there Protege (Protege must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protege?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

### SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to Section 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

### SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY SEE ATTACHMENT 2 Subcontractor Notification

Complying with a, b, and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmbi/cmbihub.html>, and its Historically Underutilized Business (HUB) Directory, found at <http://www2.cpa.state.tx.us/cmbi/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notification should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

### SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name               | VID #                | Notice Date<br>(mm/dd/yyyy) | Was Response Received?  |
|----------------------------|----------------------|-----------------------------|---|
| BEVCO <u>1161741566300</u> | <u>1010740042450</u> | <u>3 / 24 / 2008</u>        | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
| GLOBE ELECTRIC             | <u>1742135938500</u> | <u>3 / 25 / 2008</u>        | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
| KAJAVA                     | <u>1383719024100</u> | <u>3 / 25 / 2008</u>        | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |

### SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas Certified HUB.

| Company Name  | VID # | Expected %<br>of Contract | Approximate<br>Dollar Amount | Texas<br>Certified HUB?   |
|---------------|-------|---------------------------|------------------------------|---|
| AeroVironment |       | <u>50 %</u>               | <u>\$ 150k</u>               | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No |
|               |       | <u>%</u>                  | <u>\$</u>                    | <input type="checkbox"/> - Yes <input type="checkbox"/> - No            |

\* If the subcontractor(s) you selected is not a Texas certified HUB, provide a written justification of your selection process below:

We notified HUB Vendors and Associations as per Section 6 above and received no bids.

Enter your company's name here: Signature Science, LLC

Solicitation #: 405-8-28043-A

## SECTION 9 - SELF PERFORMANCE JUSTIFICATION N/A

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - Yes If Yes, in the place provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.
- ☐ - No If No, in the place provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and employees.

Not Applicable

## SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

A N  
S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



APRIL 11, 2008

11, 2008

Texas Department of Public Safety (TXDPS)  
Attn: Helen Rodriguez  
5805 N. Lamar  
Austin, Texas 78752

**OPEN MARKET REFERRAL LETTER**

RE: IFB Req. No.: 405-8-28043-A

Opened: April 2, 2008 @ 3:00 PM

Because of the need to maintain the integrity of the bid evaluation process, all communications with vendors pertaining to the attached bids must be coordinated with the CPA purchaser prior to making any contact or having discussions about information contained in the bids.

1. ☒ Bid forwarded per your request. Recommend Award to: Signature Science, LLC the sole bidder meeting specification.
2. ☒ We need your assistance in determining the low bid meeting specifications. If the low bid fails to meet your specifications, please provide this information in full detail.
3. ☐ The low bid of \$ exceeds your estimate of \$. Approval of additional funds will be needed.
4. ☐ Response to this letter is required for re-advertisement or cancellation.
5. ☒ Other: Signature Science, LLC total bid price for line item 1 was \$297,995.00. CPA and Signature Science, LLC (Dan Hamilton) negotiated a low price of \$295,500.00.

Please respond within 10 days from your receipt of this letter.

Sincerely,

Manuel Perez, CTPM, Team Lead  
(512) 463-2469  
Fax (512) 475-0851

cc: Recording

**AGENCY RESPONSE:**

Agree with your recommendation: ☒ Additional funds approved: \_\_\_\_\_ Other: \_\_\_\_\_

Signature: Helen A Rodriguez Recommendation Date: 4-18-08



Susan Combs Texas Comptroller of Public Accounts

| Taxpayer and Vendor Account Information<br>Current as of 4/18/2008 |  |
|--|--|
| <b>Company Information</b>   | Taxpayer id: 19000414995<br>SIGNATURE SCIENCE LLC<br>8329 N MO PAC EXPY<br>AUSTIN TX 78759 |
| <b>Organization Type</b>   | TEXAS LIMITED LIABILITY COMPANY  |
| <b>Sales Tax Status</b>  | Active Since: 03/20/2001   |
| <b>Taxpayer/Vendor Hold Status</b>                                 | Taxpayer is not on Vendor Hold   |

| Sales Tax Permit Status |                       |                    |             |       |          |                  |               |
|-------------------------|-----------------------|--------------------|-------------|-------|----------|------------------|---------------|
| Location Nbr.           | Location Name         | Address            | Postal City | State | Zip Code | Resp. Begin Date | Permit Status |
| 1                       | SIGNATURE SCIENCE LLC | 8329 N MOPAC EXPWY | AUSTIN      | TX    | 78759    | 03/20/2001       | Permitted     |

For help using this page and more about Taxpayer information, see [Detailed Instructions](#)

Send questions or comments about the information presented on this page to [tax.help@cpa.state.tx.us](mailto:tax.help@cpa.state.tx.us)

[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

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[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)



## Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

## View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

## Agency &amp; Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

## OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

## EPLS Search Results

**Search Results for Parties Excluded by**

Exact Name : SIGNATURE SCIENCE, LLC or  
SIMONE MONTEMORRA or MICHAEL  
HURTADO

As of 18-Apr-2008 10:31 AM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

## Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

## Reports

- 
- > Advanced Reports
  - > Recent Updates

## Archive Search - Past Exclusions

- 
- > Advanced Archive Search
  - > Multiple Names
  - > Recent Updates

## Contact Information

- > Email: [support@epls.gov](mailto:support@epls.gov)  
[eplscomments@epls.gov](mailto:eplscomments@epls.gov)
- > Phone: 1-866-GSA-EPLS  
1-866-472-3757



# Window on State Government

Susan Combs Texas Comptroller of Public Accounts

## Debarred Vendor List

As of **January 29, 2008**, the following vendors have failed to comply with their contracts and have been debarred from doing business with the State of Texas for the period of time indicated.

| Vendor ID Number | Vendor Name/Address  |
|------------------|--|
| 1431958313500    | Blue Moon Solutions, Inc.<br>12117 Bee Caves Rd. Suite 180<br>Austin, TX 78738<br>Date of debarment - December 20, 2007<br>Length of debarment - Five Years                      |
| 17417954314      | Eilers Construction, Inc<br>1035 Eilers Street<br>Schulenberg, Texas 78596<br>Date of debarment - September 23, 2003<br>Length of debarment - Until payment of Assessed Damages. |
| 1752519101500    | Monarch Systems, Inc.<br>11140 Petal St., Suite 100<br>Dallas, Texas 75238<br>Date of debarment - December 7, 2001<br>Length of debarment - Until payment of Assessed Damages    |
| 1752944609200    | Plumeria Enterprises, LLC<br>406 Regal Row<br>Dallas, TX 75247-5206<br>Date of debarment - April 26, 2005<br>Length of debarment - Until payment of Assessed Damages             |
| 1200171741700    | Spartan Filtration<br>dba: New Life Environmental, Inc.<br>1461 Avilla Drive<br>Perris, CA 92571<br>Date of debarment - November 2, 2007<br>Length of debarment - Five Years     |
| 1742580002000    | Star Office Supplies<br>2601 East Missouri<br>El Paso, Texas 79903<br>Date of debarment - December 20, 2001<br>Length of debarment - Until payment of Assessed Damages           |
| 1541900388200    | Teacher's Square, Inc.   |

PO Box 1587  
Crystal Lake, Il 60039  
Date of debarment - December 7, 2001  
Length of debarment - Until payment of Assessed Damages



# SIGNATURE SCIENCE, LLC

| CMBL/HUB Vendor Detail |   |
|------------------------|---|
| Vendor ID / Number:    | 1900041499500 / 11958   |
| HUB Status:            | N (CMBL only)   |
| Vendor Name:           | SIGNATURE SCIENCE, LLC  |
| Vendor Address:        | 8329 NORTH MOPAC EXPRESSWAY<br>AUSTIN, TX 78759-8303  |
| County:                | TRAVIS  |
| Vendor URL:            | <a href="http://www.signaturescience.com">http://www.signaturescience.com</a>   |
| Contact:               | Simone Montemorra   |
| Phone / Fax:           | 877-474-4724 / 512-533-9564   |
| Email Address:         | <a href="mailto:contracts@signaturescience.com">contracts@signaturescience.com</a>  |
| Business Description:  | Signature Science develops complete solutions in the areas of training, experimental design, sampler design and production, quality assurance and analytical data interpretation, and environmental consulting. |
| Business Category:     | OTHER SERVICES INCLUDING LEGAL SERVICES (06)  |
| CMBL Expire Date:      | 19-MAR-09   |

Comptroller's Tax Status This Vendor

Comptroller Lookup Any Vendor

| Vendor Performance                  | Score               | # of POs              |
|-------------------------------------|---------------------|-----------------------|
| Commodity Delivery:                 | *                   | 0                     |
| Commodity Performance:              | *                   | 0                     |
| Service Delivery:                   | *                   | 0                     |
| Service Performance:                | *                   | 0                     |
| <b>Non-Scored Reports:</b>          | <b>Satisfactory</b> | <b>Unsatisfactory</b> |
| Delegated, Exempt, and Blanket POs: | 0                   | 0                     |
| Exceptional Performance Reports:    | 0                   |                       |

| Class-Item   Commodity Description ( <i>bold for all items in class</i> ) |   |
|---|---|
| 208   | <b>*COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)</b>  |
| 208-37  | *Database Software  |
| 208-68  | *Project Management   |
|   | commodity items shown for class 208 are available for the districts:<br>1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25 |
| 209   | <b>*COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)</b>  |
| 209-  |   |



# OPEN MARKET PURCHASE ORDER

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INVOICE (IN DUPLICATE) TO AGENCY BELOW

DEPARTMENT OF PUBLIC SAFETY  
ACCOUNTING & BUDGET CONTROL  
PO BOX 4087  
AUSTIN TX 78773-0001ALL TERMS AND CONDITIONS  
SET FORTH IN OUR BID INV-  
ITATION BECOME A PART OF  
THIS ORDER.  
405-001

ORDER NO. 5 2 8

REQN NO. 405-8-28043-A

ORDER DATE 04/28/08 PAGE 1

405-048

VENDOR GUARANTEES MER-  
CHANDISE DELIVERED ON THIS  
ORDER WILL MEET OR EXCEED  
SPECIFICATIONS IN THE BID  
INVITATION

FOR AGENCY USE ONLY

**VENDOR**1-90-004-1499-5 COMP  
SIGNATURE SCIENCE, LLC  
8329 N. MOPAC EXPRESSWAY  
AUSTIN TX 78759

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

DEPARTMENT OF PUBLIC SAFETY  
WAREHOUSE  
108 DENSON DRIVE  
AUSTIN TX 78752

| ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|--|----------|------|------------|-----------|
|      | <p>THIS IS A PURCHASE ORDER ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR A CUSTOM SURVEILLANCE PROGRAM SYSTEM AS MANUFACTURED BY SIGNATURE SCIENCE LLC.</p> <p>AGENCY POINT OF CONTACT:</p> <p>NAME: RHONDA GARCIA, CTPM<br/>PHONE: (512) 424-7626<br/>EMAIL: RHONDA.GARCIA@TXDPS.STATE.TX.US</p> <p>VENDOR POINT-OF-CONTACT:</p> <p>DELIVERY COORDINATION:</p> <p>NAME: SIMONE MONTEMORRA<br/>PHONE NO.: (512) 533-2047<br/>FAX NO.: (512) 533-9563<br/>E-MAIL: SMONTEMORRA@SIGNATURESCIENCE.COM</p> <p>ACCOUNTING AND/OR INVOICES:</p> <p>NAME: MICHAEL HURTADO</p> <p>***-CONTINUED-***</p> <p>1/BC001 F.O.B. DESTINATION</p> |          |      |            |           |
|      | TERMS  | NET      |      |            |           |

FAILURE TO DELIVER-If the contractor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the contractor. No substitutions nor cancellations permitted without prior approval of the Texas Comptroller of Public Accounts (CPA).

IN ACCORDANCE WITH YOUR BID, SUPPLIES MUST  
BE PLACED IN THE DEPARTMENT RECEIVING ROOM IN  
DAYS FROM RECEIPT OF ORDER.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this number order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

CTPM



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ORDER NO. 5 2 8

REQN NO. 405-8-28043-A

ORDER DATE 04/28/08 PAGE 2

INVOICE (IN DUPLICATE) TO AGENCY BELOW

ALL TERMS AND CONDITIONS  
SET FORTH IN OUR BID INV-  
ITATION BECOME A PART OF  
THIS ORDER.

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

VENDOR GUARANTEES MER-  
CHANDISE DELIVERED ON THIS  
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SPECIFICATIONS IN THE BID  
INVITATION

FOR AGENCY USE ONLY

VENDOR

| ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|--|----------|------|------------|-----------|
|      | PHONE NO.: (512) 533-2021<br><br>FAX NO.: (512) 533-9563<br><br>E-MAIL: MHURTADO@SIGNATURESCIENCE.COM<br><br>REPORTING:<br><br>THIS PROVISION REQUIRING MONTHLY REPORTING OF<br>EXPENDITURES DOES NOT APPLY IF THE CONTRACT IS<br>A ONE-TIME PURCHASE FOR WHICH A SINGLE PAYMENT<br>BY THE STATE IS MADE.<br><br>THE VENDOR SHALL PROVIDE THE CPA, BY CLOSE OF<br>BUSINESS ON THE TENTH WORKING DAY OF EACH MONTH,<br>A REPORT OF THE EXPENDITURES UNDER THE AWARDED<br>CONTRACT FOR THE PREVIOUS MONTH.<br><br>THE REPORT SHOULD BE SENT BY:<br>FAX: 512-475-0851<br>OR MAILED TO: CONTRACT MANAGEMENT<br>TEXAS COMPTROLLER OF PUBLIC ACCOUNTS<br>ATTN: TPASS DIVISION<br>PO BOX 13186<br>AUSTIN TX 78711-3186<br><br>THE VENDOR SHALL ALSO PROVIDE AD HOC REPORTS TO<br>THE CPA UPON REQUEST. REQUESTS FOR AD HOC RE-<br>***-CONTINUED-***<br><br>2/BC001 F.O.B. DESTINATION |          |      |            |           |
|      | TERMS  | NET      |      |            |           |

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STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this number order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

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ORDER NO. 5 2 8

REQN NO. 405-8-28043-A

ORDER DATE 04/28/08 PAGE 3

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

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FOR AGENCY USE ONLY

VENDOR

| ITEM | DESCRIPTION   | QUANTITY | UNIT | UNIT PRICE | EXTENSION  |
|------|---|----------|------|------------|------------|
| 1.   | <p>PORTS WILL BE PROVIDED BY THE CPA IN WRITING, AND THE REPORT SHALL BE DUE NO LATER THAN FIVE (5) WORKING DAYS FROM THE DATE OF REQUEST.</p> <p>FORMAT AND CONTENT OF ALL REPORTS SHALL BE PRESCRIBED BY THE CPA.</p> <p>THESE SPECIFICATIONS WERE ADVERTISED UNDER TX. GOV'T. CODE CHAPTER 2155.067. ITEMS MUST CONFORM EXACTLY TO THESE SPECIFICATIONS. "CONFORMING EXACTLY TO THESE SPECIFICATIONS" INCLUDES THE BRAND NAME(S), MAKE AND MODEL NUMBER SPECIFIED.</p> <p>VENDOR WILL BE RESPONSIBLE FOR DELIVERING THE ENTIRE SYSTEM AND PROVIDE SERVICES AS REQUIRED TO THE DEPARTMENT OF PUBLIC SAFETY (TXDPS).</p> <p>680-87</p> <p>CUSTOM SURVEILLANCE PROGRAM SYSTEM</p> <p>DELIVERY OF EQUIPMENT TO TXDPS WILL BE BETWEEN THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING FEDERAL AND STATE HOLIDAYS.</p> <p>SUSPENSION, DEBARMENT, AND TERRORISM: VENDOR</p> <p>***-CONTINUED-***</p> <p>3/BC001 F.O.B. DESTINATION</p> | 1        | EA   | 295500.00  | 295,500.00 |
|      | TERMS   | NET      |      |            |            |

FAILURE TO DELIVER-If the contractor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the contractor. No substitutions nor cancellations permitted without prior approval of the Texas Comptroller of Public Accounts (CPA).

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

*Lee Dorsey*

CTPM

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ORDER DATE 04/28/08 PAGE 4

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

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ORDER WILL MEET OR EXCEED  
SPECIFICATIONS IN THE BID  
INVITATION

FOR AGENCY USE ONLY

**VENDOR**

| ITEM   | DESCRIPTION   | QUANTITY         | UNIT | UNIT PRICE | EXTENSION    |
|--------|---|------------------|------|------------|--------------|
|        | CERTIFIES THAT THE VENDOR AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT VENDOR IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT VENDOR IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT <a href="http://www.epls.gov">http://www.epls.gov</a> |                  |      |            |              |
|        | ***PUT REQ # AND ORDER # ON ALL PKGS***   | TOTAL THIS ORDER |      |            | \$295,500.00 |
| /LOR / | 4/BC001 F.O.B. DESTINATION  | TERMS            | NET  |            |              |

**FAILURE TO DELIVER**-If the contractor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the contractor. No substitutions nor cancellations permitted without prior approval of the Texas Comptroller of Public Accounts (CPA).

IN ACCORDANCE WITH YOUR BID, SUPPLIES MUST  
BE PLACED IN THE DEPARTMENT RECEIVING ROOM IN  
DAYS FROM RECEIPT OF ORDER.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this number order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

CTPM

Aerial Surveillance  
Equip.

DATE: 05/03/2008

TEXAS DEPT OF PUBLIC SAFETY  
APR 2008 FY 2008  
EXPENDITURE REPORT FOR 70083  
13010/3010/020103

PAGE: 1,392

ACCOUNTING-EXPLIST

\* IN HUB COLUMN INDICATES HUB VENDOR

H

U VOUCHER/ TYPE OF

B JV# TRANS

13010/3010/020103

VENDOR NAME

ENC SIGNATURE SCIENCE LLC

| ITEM<br>DESCRIPTION                | FND   | CNTR  | ACCT<br>NUM | AMOUNT        |
|------------------------------------|-------|-------|-------------|---------------|
| CUSTOM SURVEILLANCE PROGRAM SY 222 | 60113 | 73750 |             | 295,500.00    |
| ACCOUNT TOTAL (EXP/JV)             |       |       |             | .00           |
| ACCOUNT TOTAL (ENCUMB)             |       |       |             | 295,500.00    |
| EXPENDITURE CODE TOTAL (ENC)       |       |       |             | 295,500.00 *  |
| *** BUDGET TOTAL (ENCUMBRANCES)    |       |       |             | 295,500.00 ** |

not aircraft

INVOICE  
NUMBER

REQ/  
PO#/  
ORD#

08-528

S/B 7373 #  
F/E 75

PS

## PO LINE INFORMATION

PL1

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_  
REQUEST: g \_\_\_\_\_ SAVE SHOW PAGE NO: \_\_\_\_\_

05/28/2008 13:30:14

```
=====
BUY ENTITY   : DPSC                PO NO.       : 08-528      PO LINE NO : 0001
BLANKET REL.:                     RELEASE DATE: _____ SUB SRCE CD: -
PRT ITM SPCS: N                   PRT REQ SPCS: N      PHRS TBL CD: -
CATALOG NO.  : _____          ITEM NO.       : 680-87    ECN         : 
QUOTE NO.    : _____          ITEM SEQ NO  : _____ SERVICE CD : G
ITEM DSC     : CUSTOM SURVEILLANCE PROGRAM SYSTEM
VEND ITM NO.: GARY STONE
VEND ITM DSC: CUSTOM SURVEILLANCE PROGRAM SYSTEM
QUANTITY UOP: 1                   UNIT PRICE   : 295,500.00000 RECYCLED    : NO
UOP          : EA                 SKU CONV FAC: 1.0000000 SKU         : EA
TAX/VAT CODE: _____          TAX/VAT COST: _____
ADD COST CD : _____          ADD COST    : _____
REQUIRED DTE: 04/28/2008          PROMISE DATE: 04/28/2008 FOLL-UP DT: _____
VAR IND      : _____          CONTRACT NO.: 8-28043    CONTRCT DT: 04/28/2008
GL COMPANY   : 8222              GL ACCOUNT   : 573750 EFF DT: 04/29/2008
GL CENTER    : 6011370083        DISTRIB IND : _____
PROJECT CO.  : _____          PROJECT CODE: _____ ACCT RULE   : 02
SHIP-TO CODE: 048                SHIP-VIA CD : BST      FOB CODE    : DST
DSP DEFAULTS: _ PASS : _         CONT TO PL2 : _ RTP : _ LINE STATUS: 1
=====
```

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



LAMAR BECKWORTH  
DIRECTOR



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
C. TOM CLOWE, JR.  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH

May 12, 2009

Comptroller of Public Accounts  
Attn: Texas Procurement and Support Services  
PO Box 13186  
Austin, TX 78711

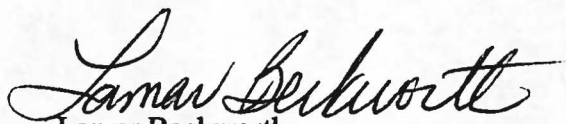
Dear Sir:

This solicitation is being advertised under TX Government Code, Section 2155.067. The issuing office believes that the requested items are proprietary to one manufacturer. Only responses conforming exactly to these specifications will be considered in determining an award.

The Texas Department of Public Safety's Unmanned Aerial Surveillance System products were purchased and received from Signature Science, LLC, last year (2008), and earlier this year (2009). The requested support products, only provided through Signature Science LLC, are custom system components designed specifically to interface and connect with previously provided system equipment. In addition, confidentiality of current surveillance systems utilized by the Department is of utmost importance. Any exposure of current system specifications may result in the compromise of law enforcement missions and jeopardize the safety of personnel participating in those law enforcement functions.

It is requested that the acquisition of support equipment be granted and their purchase be approved.

Sincerely,

  
Lamar Beckworth  
Director

9-29033



13 May 2009

Lt. Greg Bourland  
Aircraft Section  
Texas Department of Public Safety  
Austin, Texas

Dear Greg:

We are pleased to provide you with a quote for the following items you requested:

| Item                 | Quantity | Description                                | Cost               |
|----------------------|----------|--|--------------------|
| 1                    | 2        | WASP Block III EO Payloads @ \$2,195 each  | \$4,390            |
| 2                    | 2        | WASP Block III IR Payloads @ \$18,030 each | \$36,060           |
| 3                    | 4        | Payload Pouches @ \$395 each               | \$1,580            |
| 4                    | 1        | Handling\Processing                        | \$9,351.63         |
| <b>Service Total</b> |          |  | <b>\$51,381.63</b> |

Our invoice to DPS will reflect a total amount of \$51,381.63, which will be submitted once the items are delivered in good condition to DPS.

If you have any questions or comments, please don't hesitate to call.

Sincerely,



Ed K. Tovar  
Program Manager  
Signature Science, LLC  
(512) 533-2038  
etovar@signaturescience.com

RECEIVED  
2009 MAY 19 PM 4:07  
HEADQUARTERS  
PURCHASING OFFICE

RECEIVED  
2009 MAY 19 PM 3:28  
DEPT. OF PUBLIC SAFETY  
ACCOUNTING

Sheahan, Merri

---

**From:** Nabors, Billy  
**Sent:** Tuesday, June 30, 2009 2:41 PM  
**To:** Sheahan, Merri  
**Subject:** RE: Funding Aerial Surveillance Equipment

This action is approved. Thank you Merri. bn

---

**From:** Sheahan, Merri  
**Sent:** Tuesday, June 30, 2009 12:11 PM  
**To:** Nabors, Billy  
**Subject:** Funding Aerial Surveillance Equipment

Chief Nabors,

Per our conversation today, please email your approval to fund the \$30,675.00 capital project for aerial surveillance equipment with Other Operating Funds from your headquarters budget 09011 (PCA 26160). This will involve a transfer of expenses from budget 09007, which was originally charged, to 09011.

Thank you.

*Merri Sheahan*

Budget Analyst / Accounting  
Texas Dept. of Public Safety  
512-424-5335  
512-424-2749 (fax)

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001  
512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



LAMAR BECKWORTH  
DIRECTOR



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
C. TOM CLOWE, JR.  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH

July 2, 2009

Texas Comptroller of Public Accounts  
Texas Procurement and Support Services (TPASS)  
1711 San Jacinto  
Austin, TX 78701

RE: Reqn. No.: 405-9-29033

Dear Ms. Dorsey,

The attached requisition is a purchase of Law Enforcement Covert Equipment.

This is a confidential procurement; the disclosure of specifications would jeopardize the effectiveness of this Agency.

Please advise/or delegate back to this agency for the procurement process.

Upon your approval/delegation I will send someone to physically pick up the document.

Thanks for all your assistance and prompt attention to this matter.

Sincerely,

*Rhonda Garcia CTPM*

Rhonda Garcia, CTPM

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
INVITATION FOR BIDS  
(REVISED 03/13/2008)

Bid Opens: 3 PM 08-13-09  
405-9-29033-A

BIDDER AGREES TO COMPLY WITH ALL TERMS & CONDITIONS OF THIS IFB.  
PLEASE DO NOT RETURN THIS FORM IF NOT BIDDING.

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

RETURN SEALED BIDS TO:

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
1711 SAN JACINTO  
P.O. Box 13186  
AUSTIN, TX 78711-3186

- > Or Hand Deliver to: Room 100, 1st Floor (8:00 AM - 5:00 PM)
- > Or Overnight/Express Mail to:  
Room 174-A (CPA Mailroom, N.E. Back Dock - 7:45 AM - 4:45 PM CST)  
1711 San Jacinto Blvd. Austin, TX 78701
- > Fax Number for Bids & Addendums ONLY: 512-463-1400  
Call 512-463-3377 for FAX confirmation (8:00 am - 5:00 pm)

FAILURE TO SIGN WILL DISQUALIFY BID.

Authorized Signature: \_\_\_\_\_

Date

13 Aug 2009

Printed Name: Daniel Hamilton

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32 (68).

BIDDER COMPANY NAME, ADDRESS AND IDENTIFICATION NUMBER:

An identification number is required to process payment for goods/services purchased against contract awards. The Federal Employers's Identification Number (EIN) will be used to establish a payee ID number.

Please enter your Federal EIN in the space provided.

90 -0041499

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft.

For information on obtaining your EIN, you may call the IRS at 800-829-4933  
or visit the following website: <http://www.irs.gov/businesses/>

- ☐ Check here if you are a sole ownership or partnership and complete  
Section 10.04 of the Standard Terms and Conditions.

Bidder Company Name: Signature Science, LLC

Texas ID Number: 1-90-0041499-5

Contact Name: Daniel Hamilton Phone: (512) 533 - 2030

Address: 8329 N. MoPac Expressway

City - State - Zip Code: Austin, TX 78759 or Country if not USA

E-Mail: dhamilton@signaturescience.com

#### PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences  
Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by Texas bidder\*
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☒ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Food of higher nutritional value



AGENCY INVOICE ADDRESS  
DEPARTMENT OF PUBLIC SAFETY  
ACCOUNTING & BUDGET CONTROL  
PO BOX 4087  
AUSTIN TX 78773

Bid Opens: PM 08-13-09

REQUISITION NO. 405-9-29033-A

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE  
TEXAS DEPT OF PUBLIC SAFETY  
AIRCRAFT  
10335 GOLF COURSE RD  
AUSTIN TX 78719

THE TEXAS PROCUREMENT AND SUPPORT SERVICES (TPASS), A DIVISION OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS IS CURRENTLY SEEKING SEALED BIDS ON BEHALF OF THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR THE PURCHASE OF CUSTOM UNMANNED AERIAL SURVEILLANCE SYSTEM - PROPRIETARY.

TO ACCURATELY SUBMIT A QUALIFIED RESPONSE, PLEASE FOLLOW ALL BIDDING REQUIREMENTS LISTED IN SECTION ONE OF THE TERMS AND CONDITIONS.

ADDITIONALLY:

- a. PROVIDE UNIT PRICING ON THIS FORM FOR EACH LINE ITEM PER UNIT OF MEASURE.
- b. DATE/INITIAL ANY ALTERATIONS TO THE BID
- c. MAKE REFERENCE, ON THIS FORM, TO ANY TERMS, CONDITIONS AND/OR DOCUMENTS ATTACHED TO THIS BID. ATTACHMENTS NOT REFERENCED WILL NOT BE CONSIDERED AND MAY RESULT IN DISQUALIFICATION OF THE BID.
- d. RETURN PRODUCT LITERATURE/SPECIFICATIONS AS REQUIRED
- e. BID OPENING TIME REFERS TO CENTRAL TIME IN AUSTIN, TEXAS.

TO CONFIRM RECEIPT OF FAXED BIDS, CONTACT BID SERVICES AT 512-463-3377.

BIDDERS ARE REQUESTED TO PROVIDE A DISCOUNT FOR EXPEDITED PAYMENT:

DISCOUNT: NONE % IF PAID IN \_\_\_\_\_ DAYS

IT IS HIGHLY RECOMMENDED THAT DELIVERY INFORMATION BE PROVIDED FOR BID EVALUATION PURPOSES:

DAYS FOR DELIVERY AFTER RECEIPT OF ORDER: 60 days

CPA CONTACT FOR BID SUBMISSION REQUIREMENTS OR FOR CLARIFICATION OF THE SPECIFICATIONS:

CPA PURCHASER: MANUEL PEREZ

PHONE: 512-463-2469

EMAIL: MANUEL.PEREZ@CPA.STATE.TX.US

AS A PART OF THE EVALUATION PROCESS FOR AWARD AND IN COMPLIANCE WITH THE PROVISIONS OF TEXAS GOVERNMENT CODE, TITLE 10, SUBTITLE D, SECTION 2155.074, SECTION 2155.075, SECTION 2156.007, SECTION 2157.003 AND SECTION 157.125, AND TEXAS ADMINISTRATIVE CODE, TITLE 34, PART 1, CHAPTER 20, SUBCHAPTER C, SECTION 20.108. INFORMATION OBTAINED FROM CPA'S VENDOR PERFORMANCE TRACKING SYSTEM MAY BE USED IN EVALUATING RESPONSES TO SOLICITATIONS FOR GOODS AND SERVICES TO DETERMINE THE BEST VALUE FOR THE STATE. THE VENDOR PERFORMANCE TRACKING SYSTEM CAN BE LOCATED ON THE CPA WEBSITE AT:

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)

BIDDERS ARE CAUTIONED TO READ CAREFULLY THE SPECIFICATION(S); REQUIREMENT(S) AND ALL TERMS AND CONDITIONS CONTAINED IN THIS IFB. BIDDERS MUST DIRECT OUR ATTENTION TO ANY EXCEPTIONS TO ANY PROVISIONS OF THIS IFB BY SPECIFICALLY AND CLEARLY IDENTIFYING EACH SECTION OF THE IFB. REFERENCE SECTION 11, NOTE TO BIDDER, OF THE TERMS AND CONDITIONS.

BIDDER IS REQUESTED TO PROVIDE THE FOLLOWING CONTACT INFORMATION FOR A POINT-OF-CONTACT FOR THE SUBMITTED BID RESPONSE.

NOTICE: BIDDER IS HEREBY ADVISED THAT THIS POINT-OF-CONTACT WILL NOT BE RECOGNIZED AS OR ACCEPTED IN LIEU OF THE "AUTHORIZED SIGNATURE" REQUIREMENT OF THIS INVITATION FOR BIDS:

NAME: Simone Montemorra

PHONE: (512) 533-2047

FAX: (512) 533-2060

E-MAIL: smontemorra@signaturescience.com

COMPLETE THE FOLLOWING VENDOR CONTACT INFORMATION IF DIFFERENT FROM ABOVE.

VENDOR POINT-OF-CONTACT:

CONTACT - DELIVERY COORDINATION:

NAME: Ed Tovar

PHONE NO.: (512) 533-2042

FAX NO.: (512) 533-2060

E-MAIL: etovar@signaturescience.com

CONTACT - ACCOUNTING AND/OR INVOICES:

NAME: Michael Hurtado

PHONE NO.: (512) 533-2021

FAX NO.: (512) 533-2060

E-MAIL: mhurtado@signaturescience.com

REPORTING:

THE AWARDED VENDOR SHALL PROVIDE TPASS, BY CLOSE OF BUSINESS ON THE TENTH (10th) WORKING DAY OF EACH MONTH, A REPORT OF THEIR SALES UNDER THE AWARDED CONTRACT FOR THE PREVIOUS MONTH. FORMAT AND CONTENT OF ALL SALES REPORTS ARE PRESCRIBED BY THE CPA AND WILL BE E-MAILED TO THE AWARDED VENDOR.

THIS REPORTING REQUIREMENT DOES NOT APPLY TO A ONE TIME PURCHASE; HOWEVER, CPA RESERVES THE RIGHT TO REQUEST SUCH REPORTS FROM THE AWARDED VENDOR UNDER A ONE TIME CONTRACT.

THE REPORT SHOULD BE SENT TO THE ATTENTION OF THE TPASS CONTRACT MANAGEMENT OFFICE (CMO).  
THE REPORT MAY BE SENT BY E-MAIL:

tpass\_cmo@cpa.state.tx.us  
OR MAILED TO:  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
ATTN: CMO - TPASS DIVISION  
PO BOX 13186  
AUSTIN TX 78711-3186

CPA MAY ALSO REQUEST, IN WRITING OR VIA E-MAIL, ADDITIONAL OR MORE DETAILED REPORTS. THE REPORTS(S) SHALL BE DUE NO LATER THAN FIVE (5) WORKING DAYS FROM THE VENDOR'S RECEIPT OF THE REQUEST. UNLESS THE VENDOR CAN PROVE LATER RECEIPT, THE MAILED REQUEST FOR REPORT SHALL BE DEEMED RECEIVED THREE (3) DAYS AFTER MAILING.



THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ENCOURAGES VENDORS TO RECEIVE PAYMENT BY DIRECT DEPOSIT. TO RECEIVE FUTURE PAYMENTS BY DIRECT DEPOSIT, VENDORS SHOULD DOWNLOAD AND FILL OUT THE NEW SETUP DIRECT DEPOSIT/ADVANCE PAYMENT NOTIFICATION, FORM 74-207 AVAILABLE AT WWW.TXDIRECTDEPOSIT.ORG

VENDORS MAY REQUEST ADVANCE PAYMENT NOTIFICATION BY FAX OR E-MAIL. THIS FEATURE INCLUDES NOTIFICATION ONE BUSINESS DAY BEFORE THE DEPOSIT POSTS TO THE VENDOR'S BANK ACCOUNT. IT ALSO PROVIDES THE AMOUNT OF THE DEPOSIT AND WHICH AGENCY IT CAME FROM. VENDORS MAY ALSO RECEIVE REMITTANCE INFORMATION WITH THE NOTIFICATION.

THESE SPECIFICATIONS ARE BEING ADVERTISED UNDER TX. GOV'T. CODE CHAPTER 2155.067. ONLY SOLICITATIONS ON ITEMS CONFORMING EXACTLY TO THESE SPECIFICATIONS WILL BE CONSIDERED IN DETERMINING AN AWARD.

"CONFORMING EXACTLY TO THESE SPECIFICATIONS" INCLUDES BIDDING ONLY THE BRAND NAME(S), MAKE AND MODEL NUMBERS SPECIFIED IN THIS SOLICITATION.

AWARDED VENDOR WILL BE RESPONSIBLE FOR DELIVERING THE ENTIRE SYSTEM AND PROVIDE SERVICES AS REQUIRED TO THE DEPARTMENT OF PUBLIC SAFETY (TXDPS)

ONLY SYSTEMS MANUFACTURED BY SIGNATURE SCIENCE, LLC WILL BE CONSIDERED IN DETERMINING AN AWARD.

680-87

1. 2 EA @ \$ 2,195 EXTENSION \$ 4,390 ✓  
WASP BLOCK III EO PAYLOADS SURVEILLANCE SYSTEM

680-87

2. 2 EA @ \$ 18,030 EXTENSION \$ 36,060 ✓  
WASP BLOCK III IR PAYLOADS

680-87

3. 4 EA @ \$ 395 EXTENSION \$ 1,580 ✓  
PAYLOAD POUCHES

680-87

4. 1 EA @ \$ 9,351.63 EXTENSION \$ 9,351.63 ✓  
HANDLING/PROCESSING

DELIVERY OF EQUIPMENT TO TXDPS WILL BE BETWEEN THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, EXCLUDING FEDERAL AND STATE HOLIDAYS.

AS A PART OF THE EVALUATION PROCESS FOR AWARD AND IN COMPLIANCE WITH THE PROVISIONS OF TEXAS GOVERNMENT CODE, TITLE 10, SUBTITLE D, SECTION 2155.074, SECTION 2155.075, SECTION 2156.007, SECTION 2157.003 AND SECTION 2157.125, AND TEXAS ADMINISTRATIVE CODE, TITLE 34, PART 1, CHAPTER 20, SUBCHAPTER C, SECTION 20.108. INFORMATION OBTAINED FROM CPA'S VENDOR PERFORMANCE TRACKING SYSTEM MAY BE USED IN EVALUATING RESPONSES TO SOLICITATIONS FOR GOODS AND SERVICES TO DETERMINE THE BEST VALUE FOR THE STATE. THE VENDOR PERFORMANCE TRACKING SYSTEM CAN BE LOCATED ON THE CPA WEBSITE AT:

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)

BID RESULTS - TO ACCESS/VIEW/PRINT BID RESULTS GO TO THE CPA WEB SITE AT:

<http://www.window.state.tx.us/procurement/tools/bidtab/>

SUSPENSION, DEBARMENT, AND TERRORISM: BIDDER CERTIFIES THAT THE BIDDING ENTITY AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT BIDDER IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT BIDDER IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT <http://www.epls.gov>

## CUSTOM UNMANNED AERIAL SURVEILLANCE SYSTEM - PROPRIETARY

PREPARED 08/13/09 Thomas Zoe

OPEN MARKET BID TABULATION

REQ. NO. 405-9-29033-A  
OPENING DATE 08/13/09  
BIDS MAILED 113 BIDS RCVD 1  
CLASS 680-87

SIGNATURE S-  
CIENCE, LLC  
AUSTIN  
TX  
1900041499500

| ITEM                   | DESCRIPTION                    | QUANTITY | U/M | A                      |
|------------------------|--------------------------------|----------|-----|------------------------|
| 1                      | WASP BLOCK II<br>I EO PAYLOADS | 2        | EA  | >2195.00               |
| 2                      | WASP BLOCK II<br>I IR PAYLOADS | 2        | EA  | >18030.00              |
| 3                      | PAYLOAD POUCH<br>ES            | 4        | EA  | >395.00                |
| 4                      | HANDLING/PROC<br>ESSING        | 1        | EA  | >9351.63 5,770         |
| TOTAL LOWS = 51381.63  |                                |          |     | 51381.63 48,000 ~<br>L |
| DISC//NOD<br>DELV DAYS |                                |          |     | NET<br>60              |

S U S A N

C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

WWW WINDOW STATE TX US



August 17, 2009

Texas Department of Public Safety (TXDPS)  
Attn: Rhonda Garcia  
5805 N. Lamar  
Austin, Texas 78752

**OPEN MARKET REFERRAL LETTER**

RE: IFB Req. No.: 405-9-29033-A  
Open Date: August 13, 2009

To maintain the integrity of the bid evaluation process, all communications with vendors pertaining to this referenced solicitation must be referred to and/or coordinated with the CPA/Texas Procurement and Support Services (TPASS) purchaser.

1. ☒ TPASS recommends award to: Signature Science, LLC the sole bidder meeting specification.

☐ AGREE

☐ DISAGREE –Justification Required:

A detailed justification is required for award to other than recommended vendor and must be returned as an attachment with this signed referral letter along with all supporting documentation (sample evaluation, etc.).

3. ☒ The amount of the recommended bid for award is: Vendor is offering a price of \$48,000.00. This amount is well below the original agency estimate of: \$51,381.00. Note: CPA has negotiated and reduced the bidder response by \$3,381.63.

☐ Check here to confirm approval for excess funds.

4. ☐ No bids were received. Response to this letter is required for re-advertisement or cancellation.

☐ Re-advertisement is required. Include any required revisions for the solicitation.

☐ Cancel requisition.

Please sign and date below and return this referral letter with any required attachments within ten (10) days from receipt of this letter.

Authorized Signature: Rhonda Garcia CTPM Date: 8/22/09

Sincerely,

*Manuel Perez*

Manuel Perez, CTPM, Team Lead  
512- 463-2469  
FAX 512-475-0851  
E-Mail: manuel.perez@cpa.state.tx.us





# OPEN MARKET PURCHASE ORDER

CPA COPY

SEE REVERSE SIDE FOR  
INVOICING INSTRUCTIONS

PREPAY ALL CHARGES

SHOW THESE NOS. ON ALL  
PAPERS AND PACKAGES

INVOICE (IN DUPLICATE) TO AGENCY BELOW

DEPARTMENT OF PUBLIC SAFETY  
ACCOUNTING & BUDGET CONTROL  
PO BOX 4087  
AUSTIN TX 78773-0001

ALL TERMS AND CONDITIONS  
SET FORTH IN OUR BID INV-  
ITATION BECOME A PART OF  
THIS ORDER.

405-001

ORDER NO. 3 7 6  
REQN NO. 405-9-29033-A

ORDER DATE 08/28/09 PAGE 1

405-016

VENDOR

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

TEXAS DEPT OF PUBLIC SAFETY  
AIRCRAFT  
10335 GOLF COURSE RD  
AUSTIN TX 78719

VENDOR GUARANTEES MER-  
CHANDISE DELIVERED ON THIS  
ORDER WILL MEET OR EXCEED  
SPECIFICATIONS IN THE BID  
INVITATION

FOR AGENCY USE ONLY

1-90-004-1499-5 COMP  
SIGNATURE SCIENCE, LLC  
8329 NORTH MOPAC EXPRESSWAY  
AUSTIN TX 78759-8303

| ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|--|----------|------|------------|-----------|
|      | <p>THIS IS A PURCHASE ORDER ON BEHALF OF THE TEXAS<br/>DEPARTMENT OF PUBLIC SAFETY (TXDPS) FOR CUSTOM<br/>UNMANNED AERIAL SURVEILLANCE SYSTEM.</p> <p>DAYS FOR DELIVERY AFTER RECEIPT OF ORDER: 60</p> <p>AGENCY POINT-OF-CONTACT:</p> <p>NAME: RHONDA GARCIA</p> <p>PHONE: 512/424-7626</p> <p>E-MAIL: RHONDA.GARCIA@TXDPS.STATE.TX.US</p> <p>VENDOR POINT-OF-CONTACT:</p> <p>DELIVERY COORDINATION:</p> <p>NAME: ED TOVAR</p> <p>PHONE NO.: 512/533-2042</p> <p>FAX NO.: 512/533-2060</p> <p>E-MAIL: ETOVAR@SIGNATURESCIENCE.COM</p> <p>ACCOUNTING AND/OR INVOICES:</p> <p>***-CONTINUED-***</p> <p>1/BC001 F.O.B. DESTINATION</p> |          |      |            |           |
|      | TERMS  | NET      |      |            |           |

FAILURE TO DELIVER: If the contractor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the contractor. No substitutions nor cancellations permitted without prior approval of the Texas Comptroller of Public Accounts (CPA).

60

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By Lee Dorsey CTPM



# OPEN MARKET PURCHASE ORDER

CPA COPY

SEE REVERSE SIDE FOR  
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PREPAY ALL CHARGES

SHOW THESE NOS. ON ALL  
PAPERS AND PACKAGES

INVOICE (IN DUPLICATE) TO AGENCY BELOW

ALL TERMS AND CONDITIONS  
SET FORTH IN OUR BID INV-  
ITATION BECOME A PART OF  
THIS ORDER.

ORDER NO. 3 7 6  
REQN NO. 405-9-29033-A

ORDER DATE 08/28/09 PAGE 2

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

VENDOR GUARANTEES MER-  
CHANDISE DELIVERED ON THIS  
ORDER WILL MEET OR EXCEED  
SPECIFICATIONS IN THE B.I.D  
INVITATION

FOR AGENCY USE ONLY

VENDOR

| ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|--|----------|------|------------|-----------|
|      | <p>NAME: MICHAEL HURTADO</p> <p>PHONE NO.: 512/533-2021</p> <p>FAX NO.: 512/533-2060</p> <p>E-MAIL: MHURTADO@SIGNATURESCIENCE.COM</p> <p>REPORTING:</p> <p>THE VENDOR SHALL PROVIDE TPASS, BY CLOSE OF BUSINESS ON THE TENTH (10th) WORKING DAY OF EACH MONTH, A REPORT OF THEIR SALES UNDER THE CONTRACT FOR THE PREVIOUS MONTH. FORMAT AND CONTENT OF ALL SALES REPORTS ARE PRESCRIBED BY THE CPA AND WILL BE E-MAILED TO THE VENDOR.</p> <p>THIS REPORTING REQUIREMENT DOES NOT APPLY TO A ONE TIME PURCHASE; HOWEVER, CPA RESERVES THE RIGHT TO REQUEST SUCH REPORTS FROM THE VENDOR UNDER A ONE TIME CONTRACT.</p> <p>THE REPORT SHOULD BE SENT TO THE ATTENTION OF THE TPASS CONTRACT MANAGEMENT OFFICE (CMO).<br/>THE REPORT MAY BE SENT BY E-MAIL:</p> <p>tpass_cmo@cpa.state.tx.us</p> <p>***-CONTINUED-***</p> <p>2/BC001 F.O.B. DESTINATION</p> |          |      |            |           |
|      | TERMS  | NET      |      |            |           |

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

*Lee Persing*

CTPM



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ORDER NO. 3 7 6  
REQN NO. 405-9-29033-A

ORDER DATE 08/28/09 PAGE 3

INVOICE (IN DUPLICATE) TO AGENCY BELOW

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VENDOR

| ITEM | DESCRIPTION   | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|---|----------|------|------------|-----------|
|      | <p>OR MAILED TO:<br/>TEXAS COMPTROLLER OF PUBLIC ACCOUNTS<br/>ATTN: CMO - TPASS DIVISION<br/>PO BOX 13186<br/>AUSTIN TX 78711-3186</p> <p>CPA MAY ALSO REQUEST, IN WRITING OR VIA E-MAIL,<br/>ADDITIONAL OR MORE DETAILED REPORTS. THE<br/>REPORTS(S) SHALL BE DUE NO LATER THAN FIVE (5)<br/>WORKING DAYS FROM THE VENDOR'S RECEIPT OF THE<br/>REQUEST. UNLESS THE VENDOR CAN PROVE LATER<br/>RECEIPT, THE MAILED REQUEST FOR REPORT SHALL BE<br/>DEEMED RECEIVED THREE (3) DAYS AFTER MAILING.</p> <p>THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS<br/>ENCOURAGES VENDORS TO RECEIVE PAYMENT BY DIRECT<br/>DEPOSIT. TO RECEIVE FUTURE PAYMENTS BY DIRECT<br/>DEPOSIT, VENDORS SHOULD DOWNLOAD AND FILL OUT THE<br/>NEW SETUP DIRECT DEPOSIT/ADVANCE PAYMENT<br/>NOTIFICATION, FORM 74-207 AVAILABLE AT<br/>WWW.TXDIRECTDEPOSIT.ORG</p> <p>VENDORS MAY REQUEST ADVANCE PAYMENT NOTIFICATION<br/>BY FAX OR E-MAIL. THIS FEATURE INCLUDES<br/>NOTIFICATION ONE BUSINESS DAY BEFORE THE DEPOSIT<br/>POSTS TO THE VENDOR'S BANK ACCOUNT. IT ALSO<br/>PROVIDES THE AMOUNT OF THE DEPOSIT AND WHICH<br/>AGENCY IT CAME FROM. VENDORS MAY ALSO RECEIVE</p> <p>***-CONTINUED-***</p> <p>3/BC001 F.O.B. DESTINATION</p> |          |      |            |           |
|      | TERMS   | NET      |      |            |           |

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

*Lee Persing*

CTPM





# OPEN MARKET PURCHASE ORDER

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PAPERS AND PACKAGESORDER NO. 3 7 6  
REQN NO. 405-9-29033-A

ORDER DATE 08/28/09 PAGE 4

DESTINATION OF GOODS IF DIFFERENT FROM ABOVE

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INVITATION

FOR AGENCY USE ONLY

VENDOR

| ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|------|--|----------|------|------------|-----------|
|      | REMITTANCE INFORMATION WITH THE NOTIFICATION.<br><br>THESE SPECIFICATIONS WERE ADVERTISED UNDER<br>TX. GOV'T. CODE CHAPTER 2155.067. ITEMS MUST<br>CONFORM EXACTLY TO THESE SPECIFICATIONS.<br>"CONFORMING EXACTLY TO THESE SPECIFICATIONS"<br>INCLUDES THE BRAND NAME(S), MAKE AND MODEL<br>NUMBER SPECIFIED.<br><br>VENDOR WILL BE RESPONSIBLE FOR DELIVERING THE<br>ENTIRE SYSTEM AND PROVIDE SERVICES AS REQUIRED TO<br>THE DEPARTMENT OF PUBLIC SAFETY (TXDPS).<br><br>680-87 |          |      |            |           |
| 1.   | WASP BLOCK III EO PAYLOADS SURVEILLANCE SYSTEM   | 2        | EA   | 2195.00    | 4,390.00  |
| 2.   | WASP BLOCK III IR PAYLOADS   | 2        | EA   | 18030.00   | 36,060.00 |
| 3.   | PAYLOAD POUCHES  | 4        | EA   | 395.00     | 1,580.00  |
| 4.   | HANDLING/PROCESSING  | 1        | EA   | 5970.00    | 5,970.00  |
|      | DELIVERY OF EQUIPMENT TO TXDPS WILL BE BETWEEN<br>THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH<br>***-CONTINUED-***<br><br>4/BC001 F.O.B. DESTINATION  |          |      |            |           |
|      | TERMS  | NET      |      |            |           |

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

*See Dersay*

CTPM



## OPEN MARKET PURCHASE ORDER

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ORDER NO. 3 7 6  
REQN NO. 405-9-29033-A

ORDER DATE 08/28/09 PAGE 5

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INVITATION

FOR AGENCY USE ONLY

| ITEM    | DESCRIPTION  | QUANTITY         | UNIT | UNIT PRICE | EXTENSION   |
|---------|--|------------------|------|------------|-------------|
|         | FRIDAY, EXCLUDING FEDERAL AND STATE HOLIDAYS.  |                  |      |            |             |
|         | SUSPENSION, DEBARMENT, AND TERRORISM: VENDOR CERTIFIES THAT THE VENDOR AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT VENDOR IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT VENDOR IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT <a href="http://www.epls.gov">http://www.epls.gov</a> |                  |      |            |             |
|         | ***PUT REQ # AND ORDER # ON ALL PKGS***  | TOTAL THIS ORDER |      |            | \$48,000.00 |
| L/RIC / | 5/BC001 F.O.B. DESTINATION   | TERMS            | NET  |            |             |

**\*FAILURE TO DELIVER**-If the contractor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the contractor the increase in price and cost of handling, if any, to the contractor. No substitutions nor cancellations permitted without prior approval of the Texas Comptroller of Public Accounts (CPA).

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By

CTPM

28 August 2009

Chief Bill C. Nabors, Jr.  
Aircraft Section  
Texas Department of Public Safety  
10335 Golf Course Rd  
Austin, Texas 78719

Chief Nabors:

We are pleased to provide you with a quote for the following items you requested:

| Item  | Quantity | Description  | Cost     |
|-------|----------|--|----------|
| 1     | 2        | WASP Block III Aircraft <ul style="list-style-type: none"><li>• Case (2-included)</li><li>• Batteries (4-included)</li></ul> | \$33,098 |
| Total |          |  | \$33,098 |

Our invoice to DPS will reflect a total amount of \$33,098, which will be submitted once the items are delivered in good condition to DPS.

If you have any questions or comments, please don't hesitate to call.

Sincerely,



Ed K. Tovar  
Program Manager  
Signature Science, LLC  
(512) 533-2038  
etovar@signaturescience.com

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



STEVEN C. McCRAW  
DIRECTOR  
LAMAR BECKWORTH  
DEPUTY DIRECTOR



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
C. TOM CLOWE, JR.  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH

September 09, 2009

Comptroller of Public Accounts  
Attn: Texas Procurement and Support Services (TPASS)  
PO Box 13186  
Austin, TX 78711

We are of the opinion that the attached request contains restrictive specifications in accordance with Texas Government Code, Title 10, Subtitle D, Section 2155.067.

Currently the Aircraft Section operates 4 WASP unmanned aerial systems (UAS) manufactured by AV *aerovironment*. AV *aerovironment* through the subsidiary of Signature Science LLC, is the only manufacture of the WASP and is the designer and builder of the hardware and software used in the UAS application. The equipment is proprietary technology and AV *aerovironment* through Signature Science LLC. is the only party certified and qualified to provide the hardware and software maintenance on the WASP unmanned aerial systems.

For this reason it is requested that this proprietary blanket purchase for repair and maintenance of the WASP unmanned aerial systems be approved.

A handwritten signature in black ink, appearing to read "Steven C. McCraw".

Steven C. McCraw,  
Director

Sheahan, Merri

---

**From:** Sheahan, Merri  
**Sent:** Thursday, September 10, 2009 10:47 AM  
**To:** Bourland, Gregory  
**Subject:** WASP Aircraft Purchase Memo - \$33,098.00

Lt. Bourland,

Please call me regarding this purchase memo when you have a chance. Thank you.

***Merri Sheahan***

Budget Analyst / Accounting  
Texas Dept. of Public Safety  
[Merri.Sheahan@txdps.state.tx.us](mailto:Merri.Sheahan@txdps.state.tx.us)  
512-424-5335  
512-424-2749 (fax)

Sheahan, Merri

---

**From:** Sheahan, Merri  
**Sent:** Wednesday, September 16, 2009 2:05 PM  
**To:** Nabors, Billy  
**Subject:** Request to Exceed  
**Attachments:** FY10 10003 UnmannedSurv.doc

Director Nabors,

Per our conversation, attached is the draft Request to Exceed for the (2) unmanned WASP units in FY10, funded from operating dollars within 09011.

Please review and make any changes necessary to more accurately or fully describe your project. Additionally, now would be an ideal time to include any additional capital expenses anticipated for this year related to this project. If so, please add a description of the additional item(s) and update the anticipated total.

If Director Beckworth approves this project verbally to you, and you have no further changes to the RTE, just let me know and I'll get the whole package downstairs for their signatures. That would prevent you from having to come back here, unless you were going to be here anyway.

Thanks for your patience during this process, let me know how I can help.

***Merri Sheahan***

Budget Analyst / Accounting  
Texas Dept. of Public Safety  
[Merri.Sheahan@txdps.state.tx.us](mailto:Merri.Sheahan@txdps.state.tx.us)  
512-424-5335  
512-424-2749 (fax)

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
INTEROFFICE MEMO**

**DATE:** 09/16/09

**TO:** Oscar Ybarra, Chief of Finance

**FROM:** Lamar Beckworth  
Deputy Director, DPS

\_\_\_\_\_  
**Asst. Director or Designee Signature**

**SUBJECT:** Capital Limitations Request

**The Aviation section requests approval to utilize cap space provided by the General Appropriations Act. This request would qualify as "Other Capital Equipment & Items."**

The Aviation section requests the purchase of (2) WASP Block III Aircraft (unmanned), which includes (2) cases and (4) batteries. These unmanned surveillance items would be used as back-up devices for the equipment currently in place, resulting in uninterrupted missions should the original surveillance units be forced down during an operation or out of service for a repair (could be up to 6 weeks).

FY10 RTE#10003 – Total \$33,098.00  
Budget 09011 (Operating), Project #701

\_\_\_\_\_  
**Steven C. McCraw, Director**

\_\_\_\_\_  
**Date**

Sheahan, Merri

---

**From:** Sheahan, Merri  
**Sent:** Thursday, September 17, 2009 7:09 AM  
**To:** Nabors, Billy  
**Subject:** WASP Request to Exceed  
**Attachments:** FY10 10003 UnmannedSurv.doc

Asst. Director Nabors,

I rethought the RTE for the WASP last night, and attached is a revised document with signatures that more accurately reflect the chain of command. My apologies for this inconvenience. Please review the wording and adjust, if necessary, to more clearly describe your project. When any desired changes have been completed, please sign and return to me. I'll take the package to the Directors for their signature.

*Merri Sheahan*

Budget Analyst / Accounting  
Texas Dept. of Public Safety  
[Merri.Sheahan@txdps.state.tx.us](mailto:Merri.Sheahan@txdps.state.tx.us)  
512-424-5335  
512-424-2749 (fax)

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
INTEROFFICE MEMO**

DATE: 09/16/09

TO: Oscar Ybarra, Chief of Finance

FROM: Billy C. Nabors, Jr.

*B. C. Nabors, Jr.*  
Chief Pilot, Aircraft Section

SUBJECT: Capital Limitations Request

The Aircraft Section requests approval to utilize cap space provided by the General Appropriations Act. This request would qualify as "Other Capital Equipment & Items."

The Aviation Section requests the purchase of (2) WASP Block III Aircraft (unmanned), which includes (2) cases and (4) batteries. These unmanned surveillance items would be used as back-up devices for the equipment currently in place, resulting in uninterrupted missions should the original surveillance units be forced down during an operation or out of service for a repair (could be up to 6 weeks).

PM 424 - FY10 RTE#10003 - Total \$33,098.00  
Budget 09011 (Operating), Project #701

*\* We will update this form to include OD Rble as of 9/17/09  
to sign these documents. Only  
This request will utilize "Other Cap. Equip. & Items" cap space, which  
is currently available. Recommend your approval. [Signature]*

*[Signature]*  
Steven C. McCraw, Director

*9/18/09*  
Date

*Lamar Beckworth*  
Lamar Beckworth, Deputy Director

*9/18/09*  
Date



# Texas Department of Public Safety Purchase Memorandum

PL

|  |  |   |   |  |
|--|--|---|---|--|
| 1. Public Safety Commission (PSC) Over \$1,000,000:    |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 8. IT: <input type="checkbox"/>                 | 9. ITD #:  |
| 2. PSC Change or Combination Over \$500,000:           |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 10. PPS:  |  |
| 3. PSC Change or Combination Over \$100,000 & 50%:     |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 11. Non-IT: <input checked="" type="checkbox"/> | 12. Capitalized: <input checked="" type="checkbox"/> |
| 4. Purchase Order Change Notice (POCN) (Complete # 6): |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 13. Project #: 701                              |  |
| 5. Renewal Request (Complete #6):                      |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 14. Non-Capital: <input type="checkbox"/>       |  |
| 6. Original Purchase Order Number:                     |  |   | 15. Charge to Budget(s) #: 09011                |  |
| 7. Print Contact Person Name:                          |  | Lt. Greg Bourland   | Telephone Number: (512) 936-9200                | Signature: <i>[Signature]</i>                        |

| 16. Quantity | 17. Unit of measure | 18. Commodity code and/or description of item(s)  | 19. Estimated unit cost |
|--------------|---------------------|---|-------------------------|
| 2            |                     | <p style="text-align: center;">Purchase the following goods and/or services:</p> <p>WASP Block III Aircraft (Unmanned) - includes 2 cases and 4 WASP Batteries</p> <div style="margin-top: 20px;"> <p>20. VID #:</p> <p>21. Suggested Company Name: Signature Science</p> <p>22. Address: 8329 N. Mopac</p> <p>23. City, State, Zip: Austin, Texas 78759</p> <p>24. Telephone #: 512.533.2000</p> <p>25. Facsimile #:</p> <p>26. Attention: Adam L. Hamilton</p> </div> | \$ 33,098.00            |

|  |  |                                    |
|--|--|------------------------------------|
|  | 27. Ship To Address:<br>Lieutenant Greg Bourland 10335 Golf Course Rd, Austin, Texas 78719 | 28. Freight Charge:<br>\$33,098.00 |
|--|--|------------------------------------|

(Use blank sheets for continuation)

**Approvals:**

|                                    |                         |      |
|------------------------------------|-------------------------|------|
| 30. <i>[Signature]</i>             | 09/08/09                | Date |
| Signature & Title (Budget Manager) |                         |      |
| 31. <i>[Signature]</i>             | 09/08/09                | Date |
| Signature & Title (Division Chief) |                         |      |
| 32.                                |                         |      |
| Signature & Title                  | Seized Funds Approval # | Date |
| 33.                                |                         |      |
| Signature & Title (IMS)            |                         | Date |
| 34.                                |                         |      |
| Signature (Director)               |                         | Date |

| FOR PURCHASING ONLY  |                   |   |
|--|-------------------|---|
| Requisition/Purchase Order #:  |                   |   |
| Class:   | Item:             | Destination Code: 016   |
| Fund: 0006   | Account #: 573730 | PCA: <i>[Signature]</i>   |
| Entered CPA:   |                   | Bid Opening Date:   |
| Posted on ESBD:  |                   | Freight Allowed: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Grants - Budget - Sole Source - Chief - Director - Contracts - Purchaser |                   |   |
| Purchasing Tracking #: 424   |                   |   |

Send original to Accounting & Budget Control

ACT-3 (Rev. 12/08)

*L. Burkhart* 9/18/09

FY

2010

Purchase Memorandum Tracking #

424

Date

09/21/09

Budget #

09011 - \$33,098.00

LAR Project

US

☒ No

Requested By:

Lt Bourland

This purchase will effect our 25% Cap

☒ Approved☐ Denied

Category:

☐  
☐  
☐  
☐  
☒  
☐  
☐

5001 Acquisition of Land and Other Real Property

5002 Construction of Buildings and Other Real Property

5003 Repairs of Rehabilitation (All Purchases over \$10,000 must be Approved by Chief Fulmer)

5005 Acquisition of Information Resources

5006 Transportation Items

5007 Acquisition of Capital Equipment and Items

2000 Operating

New Category, needs LBB and Gov's Approval Letter

Approved By:

☒  
☐  
☐  
☐  
☐

Special Rider

Approved Budget

Under \$10,000, does not need Director Approval. \$

Does not meet LAR Project Criteria, Not reportable

IMS Approval, (ALL IT Related Purchases)

Status:

☐  
☐  
☐  
☐  
☐  
☒  
☐

On Hold

Over 25% General Limitation Cap

Over Budget

Over \$10,000 needs Chief Fulmer approval (Repairs &amp; Rehab ONLY)

Over 100,000 needs to be approved by HUB Coordinator

§ 2161.252. AGENCY DETERMINATION REGARDING SUBCONTRACTING OPPORTUNITIES; BUSINESS SUBCONTRACTING PLAN.

Over \$100,000, does need Director Approval for all capital and non-capital purchases

Aggregate amount of alike items meets LAR Project Criteria, \$25,000. Needs Director Approval

**NEEDS IMS Frank Mayo Approval**

Funding:

☒  
☐  
☐  
☐  
☐

Appropriated Funds

Federal Seized Funds

Federal Grant Funds

Special Rider

Approved:

Recommended:

MLS  
09/21/09

Needs Director Approval:

Comments:

2 WASP Unmanned surveillance devices - approved RTE attached - capital project

An approved capital expenditure is:

-a capital project approved through the LAR and listed under Rider 2 Capital Projects in the General Appropriations Act.

-a capital project approved through a specific Rider in the General Appropriations Act.

-a capital project listed on the Planning List, published in an LAR.

-a capital project approved through the Approved Budget process.

-a capital project approved by a Seized Funds Project, Grant or Inter-Agency Contract.

\*\*Please Place Tracking Sheet on Top

# Texas Department of Public Safety Purchase Memorandum

*EL*

|  |  |   |  |                                     |  |
|--|--|---|--|-------------------------------------|--|
| 1. Public Safety Commission (PSC) Over \$1,000,000:    |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 8. IT:   | <input type="checkbox"/>            | 9. ITD #:  |
| 2. PSC Change or Combination Over \$500,000:           |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 10. PPS:   |                                     |  |
| 3. PSC Change or Combination Over \$100,000 & 50%:     |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 11. Non-IT:  | <input checked="" type="checkbox"/> | 12. Capitalized: <input checked="" type="checkbox"/> |
| 4. Purchase Order Change Notice (POCN) (Complete # 6): |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 13. Project #:                                       |                                     |  |
| 5. Renewal Request (Complete #6):                      |  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 14. Non-Capital: <input checked="" type="checkbox"/> |                                     |  |
| 6. Original Purchase Order Number:                     |  | 15. Charge to Budget(s) #:  |  | ML5 9011                            |  |
| 7. Print Contact Person Name:                          |  | Lt. Greg Bourland   | Telephone Number:                                    | (512) 936-9200                      | Signature: <i>[Signature]</i>                        |

| 16. Quantity | 17. Unit of measure | 18. Commodity code and/or description of item(s)   | 19. Estimated unit cost                     |
|--------------|---------------------|--|---|
| 1            |                     | <p style="text-align: center;">Purchase the following goods and/or services:</p> <p>Per the attached contract between the Texas Department of Public Safety and Signature Science LLC to provide the following, to support the Department's Unmanned Aircraft Systems Program:</p> <p>1) Permitting and Logistic Support<br/>2) Mid-Level Maintenance</p> <div style="text-align: right; margin-top: 100px;"> <br/>           19000414995<br/>           Signature Science<br/>           8329 N. Mopac<br/>           Austin, Texas 78759<br/>           512.633.2000<br/>           Adam L. Hamilton<br/> <i>ahamilton@signaturescience.com</i> </div> | <p>\$ 48,056.00</p> <p>\$ 22,464.00</p>     |
|              |                     | 20. VID #: .<br>21. Suggested Company Name:<br>22. Address:<br>23. City, State, Zip:<br>24. Telephone #:<br>25. Facsimile #:<br>26. Attention:   |   |
|              |                     | 27. Ship To Address:<br>Lieutenant Greg Bourland 10335 Golf Course Rd, Austin, Texas 78719   | 28. Freight Charge: \$ -<br><br>\$70,520.00 |

(Use blank sheets for continuation)

**Approvals:**

|  |  |   |   |
|--|--|---|---|
| 30. <i>[Signature]</i> 09/08/09<br>Signature & Title (Budget Manager) Date |  | <b>FOR PURCHASING ONLY</b><br>HQD-00410<br><del>HQD-0027</del>  |   |
| 31. <i>[Signature]</i> 09 08 09<br>Signature & Title (Division Chief) Date |  | Requisition/Purchase Order #: <del>HQD-0027</del>   |   |
| 32. _____<br>Signature & Title Seized Funds Approval # Date                |  | Class: 905  | Item: 110   |
| 33. _____<br>Signature & Title (IMS) Date                                  |  | Fund: 0006  | Destination Code: 016   |
| 34. _____<br>Signature (Director) Date                                     |  | Account #: 573670   | PCA: <input checked="" type="checkbox"/> 26160                            |
|  |  | Entered CPA :   | Bid Opening Date:   |
|  |  | Posted on ESBD:   | Freight Allowed: Yes <input type="checkbox"/> No <input type="checkbox"/> |
|  |  | Grants - Budget - Sole Source - Chief - Director - Contracts - Purchaser<br><b>Purchasing Tracking #: 422</b> |   |

Send original to Accounting & Budget Control

ACT-3 (Rev. 12/08)



November 5, 2009

Ed Tovar  
Signature Science  
8329 North MoPac Expressway  
Austin, Texas 78759

Dear Mr. Tovar,

I am pleased to inform you that Signature Science is hereby authorized to perform Intermediate Level Maintenance (ILM) on Wasp Unmanned Aircraft System (UAS). Under ILM Signature Science can perform the following diagnostics operations:

- Diagnostic assessment on Ground Control Station (GCS) to determine faults down to the LRU level.
- Diagnostic assessment on the Wasp air vehicle and payloads to determine faults to the air vehicle or payload level. This includes checking control surfaces operate according to manual specifications and perform minor repairs as needed.
- Diagnostic checks of WASP air vehicle and Ground Control Station batteries.

Please let me know if you have any questions or require further clarification on this issue.

Sincerely,

Richard Pedigo  
AeroVironment  
UAS Program Manager

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



STEVEN C. MCCRAW  
DIRECTOR  
LAMAR BECKWORTH  
BRAD RABLE  
DEPUTY DIRECTORS



COMMISSION  
ALLAN B. POLUNSKY, CHAIR  
C. TOM CLOWE, JR.  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH

November 18, 2009

Comptroller of Public Accounts  
Attn: Texas Procurement and Support Services (TPASS)  
PO Box 13186  
Austin, TX 78711

We are of the opinion that the attached request contains restrictive specifications in accordance with Texas Government Code, Title 10, Subtitle D, Section 2155.067.

Currently the Aircraft Section operates 4 WASP unmanned aerial systems (UAS) manufactured by AV *aerovironment*. AV *aerovironment* through the subsidiary of Signature Science LLC, is the only manufacturer of the WASP and is the designer and builder of the hardware and software used in the UAS application. The equipment is proprietary technology and AV *aerovironment* through Signature Science LLC, is the only party authorized to provide the hardware and software maintenance on the WASP unmanned aerial systems.

For this reason it is requested that this proprietary blanket purchase for repair and maintenance of the WASP unmanned aerial systems be approved.

A handwritten signature in cursive script, appearing to read "Steven C. McCraw".

Steven C. McCraw,  
Director



# Results for CMBL plus HUBs Search

| Vendor ID     | Contact Person                           | Company Name                                      | Address (line 1)                  | City             | State | Zip Code | Gender | Ethnicity |
|---------------|--|---|-----------------------------------|------------------|-------|----------|--------|-----------|
| 1752506468300 | President/<br>Roger Sickler              | AIR LAND<br>TURBINE<br>SERVICES INC               | 7425<br>AIRPORT<br>FREEWAY        | Fort<br>Worth    | TX    | 76118    |        |           |
| 1931307561600 | Dennis<br>Hubbard,<br>Program<br>Manager | ERICKSON AIR-<br>CRANE<br>INCORPORATED            | 3100<br>WILLOW<br>SPRINGS<br>ROAD | Central<br>Point | OR    | 97502    |        |           |
| 1742223467800 | Thorleifur<br>Julusson                   | JULIES<br>AIRCRAFT<br>SERVICE INC<br>DBA JAS, INC | 6805<br>BOEING<br>DRIVE           | El Paso          | TX    | 79925    |        |           |
| 1830385108500 | Valerie M.<br>Williamson                 | LONGHORN<br>HELICOPTERS,<br>INC.                  | 10 HAYES<br>COURT                 | Trophy<br>Club   | TX    | 76262    |        |           |
| 1202076336800 | Joe<br>Esparza/Owner                     | VOLAIRE JET<br>INTERIORS, INC.                    | 1026 W.<br>ASHBY                  | San<br>Antonio   | TX    | 78212    | M      | HI        |

5 vendors found where class code (1) is '905', item code (1) is '16' or 'all' sorted by name. (Inactive vendors listed in italics)

**Lombard, Linda**

---

**From:** esbdsupport@cpa.state.tx.us  
**Sent:** Tuesday, November 24, 2009 2:17 PM  
**To:** Lombard, Linda  
**Subject:** RECEIPT: ESD POSTING(405-HQ10-0040) Unmanned Airborne Surveillance Support and Maintenance

405-HQ10-0040 - Unmanned Airborne Surveillance Support and Maintenance

Your posting can be viewed at

[http://esbd.cpa.state.tx.us/bid\\_show.cfm?bidid=86222](http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=86222)

| To                               | Subject   | Sent    |
|----------------------------------|---|---------|
| 'ahamilton@signaturescience.com' | 405-HQ10-0040 Mid-Level Maintenance, Permitting | 2:26 PM |
| 'volarie@peoplepc.com'           | 405-HQ10-0040 Mid-Level Maintenance, Permitting | 2:26 PM |
| 'valerie@hangar10.org'           | 405-HQ10-0040 Mid-Level Maintenance, Permitting | 2:26 PM |
| 'tjuliuss@jaccessna.com'         | 405-HQ10-0040 Mid-Level Maintenance, Permitting | 2:26 PM |
| 'dhubbard@ericksonaircrane.com'  | 405-HQ10-0040 Mid-Level Maintenance, Permitting | 2:26 PM |
| 'roger@airlandturbine.com'       | 405-HQ10-0040 Mid-Level Maintenance, Permitting | 2:26 PM |

*email list  
11-24-09*





Susan Combs Texas Comptroller of Public Accounts

**Electronic State Business Daily (ESBD)**  
Logged in as: 405/LLOMBARD[ESBD Search](#) | [Administration](#) | [Web Application Portal](#) | [Logoff from ESBD](#)

&lt; &lt; Previous

To Main Administration Page

Unmanned Airborne Surveillance Support and Maintenance

Agency: DEPARTMENT OF PUBLIC SAFETY

Open Date: 12/08/09 2:0 PM

Agency Requisition Number: 405-HQ10-0040

Previous Price Paid: N/A

Bid type: 14 Days for entire bid or proposal solicitation package

GSC Classifications:

Class-Item: 905 - 16

## Contact Information:

Contact Name: Linda lombard

Email: linda.lombard@txdps.state.tx.us

Address: 5805 North Lamar Blvd.

PO Box 4087

Austin, TX 78773

Phone: (512) 424-2175

Fax: (512) 424-5419

You will need to download all of the following files for complete bid specifications.

**Bid Package 1** size: 173568 (in bytes) Type: Bid Specification Format: (ASCII Plain Text)

## Details:

\*\*RE-ADVERTISEMENT\*\*

These specifications are being advertised under Texas Government Code Chapter 2155.067. Only solicitations on items conforming exactly

Uploaded Date: 2009-11-24 14:14:09.35 Updated Date: 2009-11-24 14:23:19.533

[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)[Susan Combs, Texas Comptroller](#) • [Window on State Government](#) • [Contact Us](#)[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

**IFB ANNOUNCEMENT      RFP# 405-HQ10-0040**  
**\*\*\*\*\* Important Notice to Bidders \*\*\*\*\***

**\*\*\*RE-ADVERTISEMENT\*\*\***

**This is an official notification that the Department of Public Safety is soliciting vendors for Mid-Level Maintenance, Permitting and Logistics Support.**

**Work and location:**  
**See IFB**

**IFB Package and Specifications can be downloaded from the following Electronic State Business Daily website: [http://esbd.cpa.state.tx.us/bid\\_show.cfm?bidid=86222](http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=86222)**

**Please use the IFB number to retrieve documents. If you are unable to download you may request a copy via e-mail, fax, or return mail. No telephone requests will be accepted.**

**The IFB opening date will be December 8, 2009 with all bids being due by 2:00 pm.**

**DPS Purchasing Contact: Linda Lombard 512-424-2175**  
**E-mail: [Linda.lombard@txdps.state.tx.us](mailto:Linda.lombard@txdps.state.tx.us)**



TEXAS DEPARTMENT OF PUBLIC SAFETY  
INVITATION FOR BIDS

IF NOT BIDDING  
DO NOT RETURN THIS FORM.  
BIDDER AGREES TO COMPLY WITH  
ALL TERMS & CONDITIONS OF THIS IFB

BID OPENING ▶ 12-08-2009 @ 2:00 pm

REQUISITION NO. ▶ 405- HQ10-0040

τ FAILURE TO SIGN WILL DISQUALIFY BIDτ

AGENCY TO INVOICE

TEXAS DEPARTMENT OF PUBLIC SAFETY  
ACCOUNTING & BUDGET CONTROL  
P. O. BOX 4087  
AUSTIN, TEXAS 78773

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

TEXAS DEPARTMENT OF PUBLIC SAFETY  
10335 GOLF COURSE RD  
AUSTIN, TEXAS 78719

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:

Texas Department of Public Safety  
Accounting & Budget Control  
P. O. Box 4087, Austin, TX 78773

OR HAND DELIVER TO/OR OVERNIGHT/ EXPRESS MAIL:

Accounting & Budget Control  
5805 North Lamar Blvd. Austin, TX 78752

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:

512-424-2546

Call 512-424-7347 for FAX confirmation (M – F, 8 am – 5 pm)

AUTHORIZED SIGNATURE

DATE

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

VENDOR NAME, ADDRESS, PHONE NUMBER AND EMAIL:

Company Name

Company Address

City, State, and Zip Code

Printed Name of Representative

Company Phone Number Including Area Code

Facsimile Number Including Area Code

Email Address

Vendor ID # \_\_\_\_\_

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN:

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP: ☐

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

**STANDARD TERMS AND CONDITIONS:**  
**ITEMS BELOW APPLY TO AND BECOME PART OF BID.**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas Department of Public Safety on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for DPS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the DPS based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the DPS and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-424-2546. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:**

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

**4. DELIVERY:**

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to the DPS and the ordering agency. Bidder must keep the DPS and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the DPS to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of DPS.
- 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized DPS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and



requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. **PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the DPS and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the DPS's or the State's use of any good or service provided by the bidder as a result of this IFB.

9. **BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the DPS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

10. **BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.03. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

|       |                         |
|-------|-------------------------|
| Name: | Social Security Number: |
| Name: | Social Security Number: |
| Name: | Social Security Number: |

10.04. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.05. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by DPS under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

10.06. Pursuant to §669.003, Gov't Code, DPS may not enter into a contract with a person who employs a current or former executive head of the DPS until four years has passed since that person was the executive head of the DPS. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the DPS in the past four years. If bidder does employ a person who was the executive head of the DPS, provide the following information:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

10.07. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.08. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

10.09. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane

Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

- 10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to DPS under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**  
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**  
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in DPS's rules at 37 TAC Rule 1.231.
13. **DISPUTE RESOLUTION:**  
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the DPS and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
14. **NON-APPROPRIATION OF FUNDS:**  
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to DPS, either in whole or in part, subject to the availability of state funds. DPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If DPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render DPS's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, DPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and DPS will not be required to give prior notice.
15. **TEXAS PUBLIC INFORMATION ACT:**  
Notwithstanding any provisions of this IFB to the contrary, bidder understands that DPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to DPS any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:**  
Under §2155.003, Gov't Code, a DPS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of DPS or purchasers of other state agencies.
17. **FORCE MAJEURE:**  
Neither bidder nor DPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:**  
Bidder is and shall remain an independent contractor in relationship to the DPS. The DPS shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the DPS for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
19. **INDEMNIFICATION:**  
Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and DPS, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this IFB. Bidder shall coordinate its defense with the Texas Attorney General as requested by DPS. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or DPS for any claims or liabilities resulting from the negligent acts or omissions of DPS or its employees.



**20. RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by DPS to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

**21. TEXAS PUBLIC SAFETY COMMISSION STATEMENT:**

The following Texas Department of Public Safety ("Department") contracts and commitments must be submitted to the Texas Public Safety Commission or the Commission's designee ("Commission") for review prior to execution, pursuant to Sections 411.003 and 411.004 of the Texas Government Code:

- 1) Any contract or commitment in the amount of \$1,000,000 or more.
- 2) Any change order, individually or in combination with other change orders, that increases the original contract or commitment by fifty percent or more, as long as the dollar amount of the change order(s) is \$100,000 or more.
- 3) Any change order, individually or in combination with other change orders, that increases the original contract or commitment by \$500,000 or more.

Any work performed prior to the following is performed at contractor's sole risk if the contract or commitment is required to be submitted to the Commission according to the policy listed in the sentence immediately above:

- 1) The Department's submission of such contract or commitment to the Commission; and
- 2) The Department's compliance with any Commission directive regarding such contract or commitment, prior to the Department's execution of the contract or commitment.

**22. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:**

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS. Bidder must not use the name of the State of Texas or TXDPS in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.



INVITATION FOR BIDS  
Texas Department of Public Safety  
Continuation Page(s)

BID OPENING ► 12-08-2009 @ 2:00 pm

REQUISITION NO. ► 405-HQ10-0040

**VENDOR**

VENDOR ID #  
(VENDOR NAME)

| ITEM NO. | CLASS & ITEM 905-16 DESCRIPTION AND SPECIFICATIONS   | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|----------|--|----------|------|------------|-----------|
|          | <p style="text-align: center;"><b><u>NOTE TO RESPONDENT</u></b></p> <p>When responding to this solicitation you must respond with all information/documents pertaining to the award of the product and/or services to include: any exceptions to TXDPS's Terms and Conditions, Statements of Work and/or any agreements. After the response/closing date, no additional document submissions will be allowed.<br/><b><u>Any information/documents/exceptions received after the response/closing date will not be considered.</u></b></p> <p><b>The issuing office believes that the requested items in this Invitation for Bid may be proprietary to one vendor under Government Code, §2155.067; however, the issuing office strongly encourages bids from all qualified respondents who may be able to provide the requested items.</b></p> <p>Purchase of the following services for Unmanned Airborne Surveillance Support and Maintenance:</p> <p>1. Mid-Level Maintenance:</p> <ul style="list-style-type: none"><li>• Diagnostic checks to hand-held controller and ground-control station</li><li>• Diagnostic assessment of Electro-Optical and Infrared payloads</li><li>• Diagnostic checks to ensure control surfaces operate according to manual specifications</li><li>• Diagnostic checks of WASP aircraft and ground-control stations batteries</li><li>• Minor surface repair to WASP aircraft</li></ul> <p>2. Permitting and Logistic Support</p> <ul style="list-style-type: none"><li>• Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA)</li><li>• Submit letters of intent to FAA</li><li>• Submit additional TXDPS COA location TBD Logistics Support</li><li>• Secure Texas Gulf Coast Military Training Area</li><li>• Secure Texas Border Military Training Area</li><li>• AeroVironment, Inc (WASP system manufacturer), Simi Valley, CA mid-level maintenance course and WASP aircraft updates (dates TBD)</li></ul> <p>Detailed specifications and cost sheet attached.</p> <p>This bid solicitation may be cancelled at any time.</p> |          |      |            |           |





**INVITATION FOR BIDS**  
**Texas Department of Public Safety**  
**Continuation Page(s)**

| ITEM NO. | CLASS & ITEM | DESCRIPTION AND SPECIFICATIONS   | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|----------|--------------|--|----------|------|------------|-----------|
|          |              | <p><b>NOTE: Bidder must be authorized by AeroVironment, Inc (AV) to provide Mid-Level Maintenance as defined herein.</b></p> <p><b>Failure to provide proof of authorization will result in disqualification of bid and makes vendor ineligible to make inquiries prior to award of bid.</b></p> |          |      |            |           |

Vendor shall perform the following services for TXDPS during the proposed one-year contract:

| ITEM  | SUPPORT TASK | DESCRIPTION  | NOT-TO-EXCEED COST |
|-------|--------------|--|--------------------|
| 1     | 1            | <b>MID-LEVEL MAINTENANCE</b><br>Diagnostic checks to hand-held controller and ground-control station.<br>Diagnostic assessment of Electro-Optical and Infrared payloads.<br>Diagnostic checks to ensure control surfaces operate according to manual specifications.<br>Diagnostic checks of WASP aircraft & Ground Control Station batteries.<br>Minor surface repair to WASP aircraft.   | \$ _____           |
| 2     | 2            | <b>PERMITTING</b><br>Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA).<br>Submit Letters of Intent to FAA.<br>Submit additional TXDPS COA location TBD Logistics Support.<br>Secure Texas Gulf Coast Military Training Area.<br>Secure Texas Border Military Training Area.<br>AeroVironment, Inc. (WASP system manufacturer), Simi Valley, CA, Mid Level Maintenance Course and WASP Aircraft Updates (Dates TBD). | \$ _____           |
| TOTAL |              |  | \$ _____           |

The total estimated cost of the support and maintenance services is: \$ \_\_\_\_\_

#### **ITEM 1: MID-LEVEL MAINTENANCE**

- Vendor will support TXDPS in the continuing expansion and development of their UAS program to include advising on refurbishment protocols and procedures. Vendor will maintain an inventory of parts, supplies and diagnostic equipment to support both a Field-Level and a Mid-Level maintenance program that facilitates repairs to the WASP Micro-unmanned aircraft system.

**Mid-Level repairs** typically involve damage to the WASP resulting in repairs that cannot be made in the field during training or operational use. Specifically, Mid-level repairs include the labor associated with the following:

- Diagnostic checks to hand-held controller and ground-control station
- Diagnostic assessment of Electro-Optical and Infrared payloads
- Diagnostic checks to ensure control surfaces operate according to manual specifications
- Diagnostic checks of WASP aircraft and ground-control stations batteries
- Minor surface repair to WASP aircraft

Costs include minor surface repairs, but do not include parts replacement. Parts replacement and shipping costs will be borne by TXDPS. The Mid-Level maintenance program and facility will be established at the Vendor satellite office.

Damaged WASP's or support equipment that cannot be repaired in the field will be shipped to this facility. An account will be set up to include shipping labels and procedures to facilitate timely assessment and repair of damaged equipment.

AeroVironment (AV) Inc will conduct a repair class in which a vendor representative and a TXDPS representative will travel to the AV Inc production facility located in Simi Valley, CA to be trained on Field Mid-Level repairs, and other repairs which could require the return of the system to the production facility.

In the event that repairs cannot be made to the WASP or any part of the system at the Field-or Mid-Level phase, the equipment will be sent back to the manufacturer for assessment and repairs on a "pay as you go" program by TXDPS and will be invoiced directly for assessment and repairs made by AV Inc for this period of performance.

#### **ITEM 2: PERMITTING AND LOGISTICS SUPPORT**

- Vendor will coordinate with TXDPS and the FAA for one Certificate of Authorization (COA) renewal which must be completed by January 8, 2010 along with Letters of Intent requesting to renew the COA within the contract year. Vendor will ensure that TXDPS Aviation Section Unmanned Aircraft Systems protocols and procedures remain in compliance with the FAA rules and regulations. This is intended to further minimize regulatory expense and latency in the approval process.

Also, vendor will support the planning and coordination of TXDPS UAS training at the following locations:

- A Texas Gulf Coast Military training area
- A Texas Border Military training area
- AV Inc, Simi Valley, CA (Dates TBD)

Vendor will ensure coordination and scheduling with Range Control at the above mentioned military training areas, to include request for specific ranges, permits for gaining access to military facilities, and any required Range Safety Class attendance. Coordination will include meeting with range officials in advance of the training to ensure that access by the TXDPS teams to military installations are not impeded. Vendor will assist with any necessary coordination with other law enforcement organizations (S.W.A.T., Police Departments), Federal/State agencies (FBI, Border Patrol, National Guard) and Department of Defense (DoD-Army, Coast Guard) who desire to participate in training with TXDPS at these military training area locations.

Vendor will also provide management for the acquisition and performance of all the above-mentioned items.



STATE DEPARTMENT OF PUBLIC SAFETY  
INVITATION FOR BIDS

IF NOT BIDDING  
DO NOT RETURN THIS FORM.  
BIDDER AGREES TO COMPLY WITH  
ALL TERMS & CONDITIONS OF THIS IFB

BID OPENING > 12-08-2009 @ 2:00 pm

REQUISITION NO. > 405- HQ10-0040

FAILURE TO SIGN WILL DISQUALIFY BID:

*[Signature]* 25 Nov 09  
AUTHORIZED SIGNATURE DATE

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

VENDOR NAME, ADDRESS, PHONE NUMBER AND EMAIL:

Signature Science, LLC

Company Name

8329 North MoPac Expressway

Company Address

Austin, Texas 78759

City, State, and Zip Code

Daniel Hamilton

Printed Name of Representative

(512) 533-2030

Company Phone Number Including Area Code

(512) 533-2060

Facsimile Number Including Area Code

dhamilton@signaturescience.com

Email Address

**WHEN BIDDING:**

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

**IF BIDDING, RETURN SEALED BIDS TO:**

Texas Department of Public Safety  
Accounting & Budget Control  
P. O. Box 4087, Austin, TX 78773

**OR HAND DELIVER TO/OR OVERNIGHT/ EXPRESS MAIL:**

Accounting & Budget Control  
5805 North Lamar Blvd. Austin, TX 78752

**FAX NUMBER FOR BIDS & ADDENDUMS ONLY:**

512-424-2546

Call 512-424-7347 for FAX confirmation (M - F, 8 am - 5 pm)

Vendor ID # 1-90-0041499-5

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN: 9000041499

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP: ☐

**PREFERENCES**

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value



**STANDARD TERMS AND CONDITIONS:  
ITEMS BELOW APPLY TO AND BECOME PART OF BID.  
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas Department of Public Safety on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for DPS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the DPS based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the DPS and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-424-2548. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:**

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

**4. DELIVERY:**

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to the DPS and the ordering agency. Bidder must keep the DPS and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the DPS to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of DPS.
- 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized DPS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and

requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

**6. AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

**7. PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

**8. PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the DPS and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the DPS's or the State's use of any good or service provided by the bidder as a result of this IFB.

**9. BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the DPS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

**10. BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

|       |                         |
|-------|-------------------------|
| Name: | Social Security Number: |
| Name: | Social Security Number: |
| Name: | Social Security Number: |

- 10.04. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.05. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by DPS under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.06. Pursuant to §669.003, Gov't Code, DPS may not enter into a contract with a person who employs a current or former executive head of the DPS until four years has passed since that person was the executive head of the DPS. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the DPS in the past four years. If bidder does employ a person who was the executive head of the DPS, provide the following information:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

- 10.07. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.08. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.09. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane



Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to DPS under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.

**11. NOTE TO BIDDER:**

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

**12. PROTEST PROCEDURES:**

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in DPS's rules at 37 TAC Rule 1.231.

**13. DISPUTE RESOLUTION:**

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the DPS and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

**14. NON-APPROPRIATION OF FUNDS:**

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to DPS, either in whole or in part, subject to the availability of state funds. DPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If DPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render DPS's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, DPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and DPS will not be required to give prior notice.

**15. TEXAS PUBLIC INFORMATION ACT:**

Notwithstanding any provisions of this IFB to the contrary, bidder understands that DPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to DPS any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

**16. CONFLICT OF INTEREST:**

Under §2155.003, Gov't Code, a DPS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of DPS or purchasers of other state agencies.

**17. FORCE MAJEURE:**

Neither bidder nor DPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**18. INDEPENDENT CONTRACTOR:**

Bidder is and shall remain an independent contractor in relationship to the DPS. The DPS shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the DPS for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**19. INDEMNIFICATION:**

Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and DPS, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this IFB. Bidder shall coordinate its defense with the Texas Attorney General as requested by DPS. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or DPS for any claims or liabilities resulting from the negligent acts or omissions of DPS or its employees.

**20. RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by DPS to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

**21. TEXAS PUBLIC SAFETY COMMISSION STATEMENT:**

The following Texas Department of Public Safety ("Department") contracts and commitments must be submitted to the Texas Public Safety Commission or the Commission's designee ("Commission") for review prior to execution, pursuant to Sections 411.003 and 411.004 of the Texas Government Code:

- 1) Any contract or commitment in the amount of \$1,000,000 or more.
- 2) Any change order, individually or in combination with other change orders, that increases the original contract or commitment by fifty percent or more, as long as the dollar amount of the change order(s) is \$100,000 or more.
- 3) Any change order, individually or in combination with other change orders, that increases the original contract or commitment by \$500,000 or more.

Any work performed prior to the following is performed at contractor's sole risk if the contract or commitment is required to be submitted to the Commission according to the policy listed in the sentence immediately above:

- 1) The Department's submission of such contract or commitment to the Commission; and
- 2) The Department's compliance with any Commission directive regarding such contract or commitment, prior to the Department's execution of the contract or commitment.

**22. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:**

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS. Bidder must not use the name of the State of Texas or TXDPS in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.





INVITATION FOR BIDS  
Texas Department of Public Safety  
Continuation Page(s)

**BID OPENING** 12-08-2009 @ 2:00 pm

**REGISTRATION NO.** 405-HQ10-0040

**VENDOR**  
VENDOR ID # 1-90-0041499  
(VENDOR NAME) Signature Science, LLC

| ITEM NO. | CLASS & ITEM 905-16 DESCRIPTION AND SPECIFICATIONS  | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|----------|---|----------|------|------------|-----------|
|          | <p><b><u>NOTE TO RESPONDENT</u></b></p> <p>When responding to this solicitation you must respond with all information/documents pertaining to the award of the product and/or services to include: any exceptions to TXDPS's Terms and Conditions, Statements of Work and/or any agreements. After the response/closing date, no additional document submissions will be allowed.<br/><b><u>Any information/documents/exceptions received after the response/closing date will not be considered.</u></b></p> <p>The issuing office believes that the requested items in this Invitation for Bid may be proprietary to one vendor under Government Code, §2155.067; however, the issuing office strongly encourages bids from all qualified respondents who may be able to provide the requested items.<br/><b>**RE-ADVERTISEMENT**</b></p> <p>Purchase of the following services for Unmanned Airborne Surveillance Support and Maintenance:</p> |          |      |            |           |
| 1.       | <p>Mid-Level Maintenance:</p> <ul style="list-style-type: none"><li>Diagnostic checks to hand-held controller and ground-control station</li><li>Diagnostic assessment of Electro-Optical and Infrared payloads</li><li>Diagnostic checks to ensure control surfaces operate according to manual specifications</li><li>Diagnostic checks of WASP aircraft and ground-control stations batteries</li><li>Minor surface repair to WASP aircraft</li></ul>  | 1        | 1    | \$22,464   | \$22,464  |
| 2.       | <p>Permitting and Logistic Support</p> <ul style="list-style-type: none"><li>Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA)</li><li>Submit letters of intent to FAA</li><li>Submit additional TXDPS COA location TBD Logistics Support</li><li>Secure Texas Gulf Coast Military Training Area</li><li>Secure Texas Border Military Training Area</li><li>AeroVironment, Inc (WASP system manufacturer), Simi Valley, CA mid-level maintenance course and WASP aircraft updates (dates TBD)</li></ul> <p>Detailed specifications and cost sheet attached.</p> <p>This bid solicitation may be cancelled at any time.</p>  | 1        | 1    | \$48,056   | \$48,056  |



**INVITATION FOR BIDS**  
**Texas Department of Public Safety**  
**Continuation Page(s)**

| ITEM NO. | CLASS & ITEM | DESCRIPTION AND SPECIFICATIONS   | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|----------|--------------|--|----------|------|------------|-----------|
|          |              | <p><b>NOTE: Bidder must be authorized by AeroVironment, Inc (AV) to provide Mid-Level Maintenance as defined herein.</b></p> <p><b>Failure to provide proof of authorization will result in disqualification of bid and makes vendor ineligible to make inquiries prior to award of bid.</b></p> |          |      |            |           |

Vendor shall perform the following services for TXDPS during the proposed one-year contract:

| ITEM  | SUPPORT TASK | DESCRIPTION  | NOT-TO-EXCEED COST |
|-------|--------------|--|--------------------|
| 1     | 1            | <b>MID-LEVEL MAINTENANCE</b><br>Diagnostic checks to hand-held controller and ground-control station.<br>Diagnostic assessment of Electro-Optical and Infrared payloads.<br>Diagnostic checks to ensure control surfaces operate according to manual specifications.<br>Diagnostic checks of WASP aircraft & Ground Control Station batteries.<br>Minor surface repair to WASP aircraft.   | <u>\$22,464</u>    |
| 2     | 2            | <b>PERMITTING</b><br>Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA).<br>Submit Letters of Intent to FAA.<br>Submit additional TXDPS COA location TBD Logistics Support.<br>Secure Texas Gulf Coast Military Training Area.<br>Secure Texas Border Military Training Area.<br>AeroVironment, Inc. (WASP system manufacturer), Simi Valley, CA, Mid Level Maintenance Course and WASP Aircraft Updates (Dates TBD). | <u>\$48,056</u>    |
| TOTAL |              |  | <u>\$70,520</u>    |

The total estimated cost of the support and maintenance services is: \$70,520

**ITEM 1: MID-LEVEL MAINTENANCE**

- Vendor will support TXDPS in the continuing expansion and development of their UAS program to include advising on refurbishment protocols and procedures. Vendor will maintain an inventory of parts, supplies and diagnostic equipment to support both a Field-Level and a Mid-Level maintenance program that facilitates repairs to the WASP Micro-unmanned aircraft system.

**Mid-Level repairs** typically involve damage to the WASP resulting in repairs that cannot be made in the field during training or operational use. Specifically, Mid-level repairs include the labor associated with the following:

- Diagnostic checks to hand-held controller and ground-control station
- Diagnostic assessment of Electro-Optical and Infrared payloads
- Diagnostic checks to ensure control surfaces operate according to manual specifications
- Diagnostic checks of WASP aircraft and ground-control stations batteries
- Minor surface repair to WASP aircraft

Costs include minor surface repairs, but do not include parts replacement. Parts replacement and shipping costs will be borne by TXDPS. The Mid-Level maintenance program and facility will be established at the Vendor satellite office.

Damaged WASP's or support equipment that cannot be repaired in the field will be shipped to this facility. An account will be set up to include shipping labels and procedures to facilitate timely assessment and repair of damaged equipment.

AeroVironment (AV) Inc will conduct a repair class in which a vendor representative and a TXDPS representative will travel to the AV Inc production facility located in Simi Valley, CA to be trained on Field Mid-Level repairs, and other repairs which could require the return of the system to the production facility.

In the event that repairs cannot be made to the WASP or any part of the system at the Field-or Mid-Level phase, the equipment will be sent back to the manufacturer for assessment and repairs on a "pay as you go" program by TXDPS and will be invoiced directly for assessment and repairs made by AV Inc for this period of performance.

**ITEM 2: PERMITTING AND LOGISTICS SUPPORT**

- Vendor will coordinate with TXDPS and the FAA for one Certificate of Authorization (COA) renewal which must be completed by January 8, 2010 along with Letters of Intent requesting to renew the COA within the contract year. Vendor will ensure that TXDPS Aviation Section Unmanned Aircraft Systems protocols and procedures remain in compliance with the FAA rules and regulations. This is intended to further minimize regulatory expense and latency in the approval process.

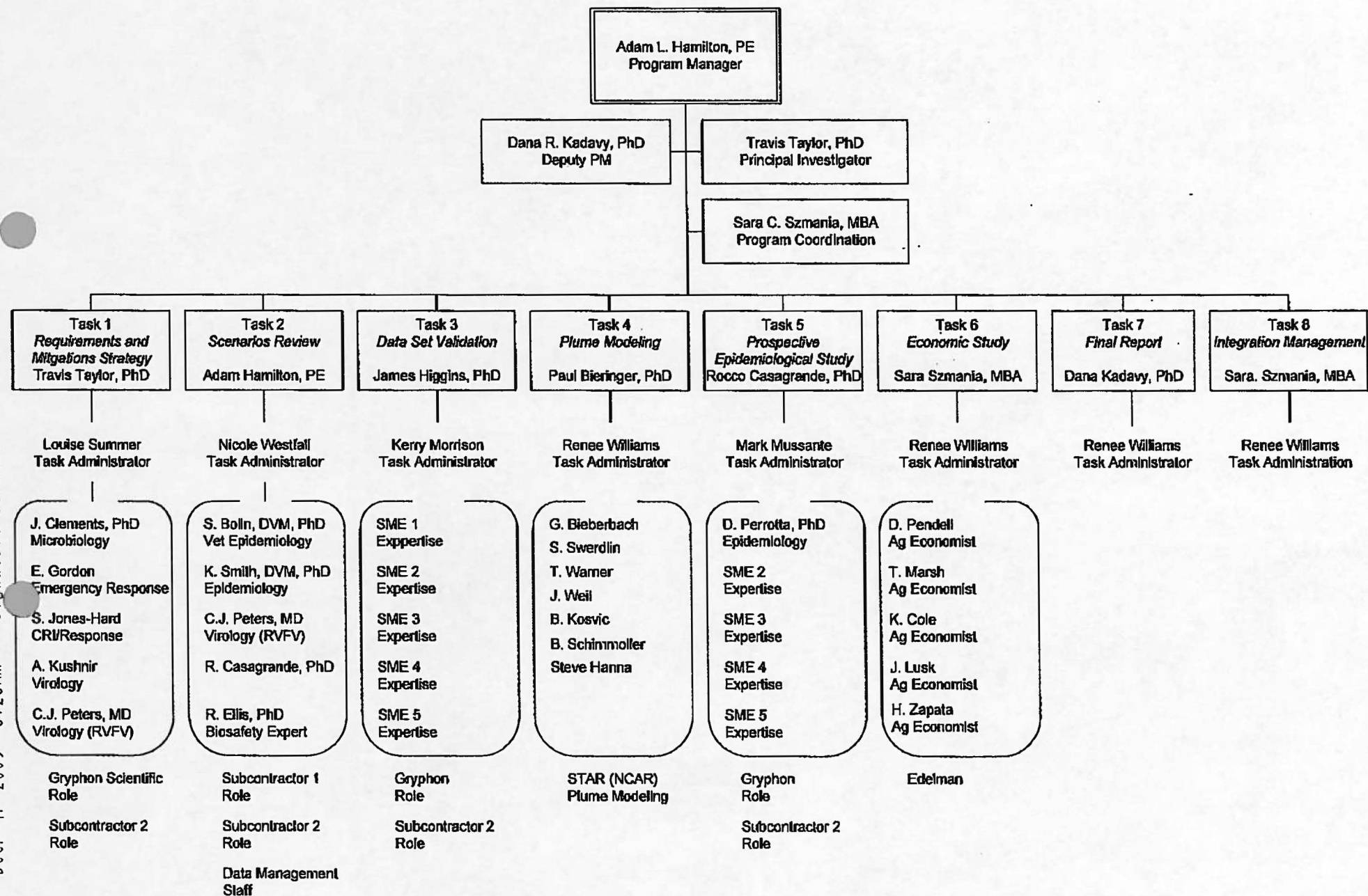
Also, vendor will support the planning and coordination of TXDPS UAS training at the following locations:

- A Texas Gulf Coast Military training area
- A Texas Border Military training area
- AV Inc, Simi Valley, CA (Dates TBD)

Vendor will ensure coordination and scheduling with Range Control at the above mentioned military training areas, to include request for specific ranges, permits for gaining access to military facilities, and any required Range Safety Class attendance. Coordination will include meeting with range officials in advance of the training to ensure that access by the TXDPS teams to military installations are not impeded. Vendor will assist with any necessary coordination with other law enforcement organizations (S.W.A.T., Police Departments), Federal/State agencies (FBI, Border Patrol, National Guard) and Department of Defense (DoD-Army, Coast Guard) who desire to participate in training with TXDPS at these military training area locations.

Vendor will also provide management for the acquisition and performance of all the above-mentioned items.





**BID TABULATION****A. NON AIS/TELECOM (CHECK HERE)**

For use on purchases \$2,000 to \$10,000

**B. AIS/TELECOM (CHECK HERE)**

For use on purchases \$2,000 to \$24,999.99

**Date Bids/Quotes Taken:** 12/8/2009**Class** 905**Item** 16

**Description of goods/services Note:** For Bid Tabulation (A) description must be generic. A brand name and model number may be reference as an example only. AIS/Telecom (B) a brand name may be specified. In either situation the offeror may offer like equipment/services but must specify brand & part numbers offered. All bids/quotes must be F.O.B. destination.

| ITEM# | QUANTITY | UNIT | DESCRIPTION (ATTACH SPECIFICATIONS IF NECESSARY) |
|-------|----------|------|--|
| 1     |          | each | WASP Maintenance                                 |
|       |          |      |  |
|       |          |      |  |
|       |          |      |  |
|       |          |      |  |
|       |          |      |  |
|       |          |      |  |
|       |          |      |  |

**BIDDERS/APPROVED VENDORS CONTACTED - (ATTACH CMBL)**

| VENDOR ID   | COMPANY NAME/PERSON CONTACTED | ADDRESS                     | CITY   | STATE | ZIP CODE | TELEPHONE NUMBER | ON CMBL | GENDER | ETHNICITY | BID AMOUNT  | AWARDED TO |
|-------------|-------------------------------|-----------------------------|--------|-------|----------|------------------|---------|--------|-----------|-------------|------------|
| 19000414995 | Signature Science LLC         | 8329 North Mopac Expressway | Austin | TX    | 78759    |                  |         |        |           | \$70,520.00 | ✓          |
|             |                               |                             |        |       |          |                  |         |        |           |             |            |
|             |                               |                             |        |       |          |                  |         |        |           |             |            |
|             |                               |                             |        |       |          |                  |         |        |           |             |            |
|             |                               |                             |        |       |          |                  |         |        |           |             |            |
|             |                               |                             |        |       |          |                  |         |        |           |             |            |
|             |                               |                             |        |       |          |                  |         |        |           |             |            |

**REASON FOR AWARD:** only bid-**PURCHASE ORDER / REQUISITION NUMBER:** HQ10-0040**BID OPEN DATE:** 12/8/2009**BID OPENED BY:**



Susan Combs Texas Comptroller of Public Accounts

**Electronic State Business Daily (ESBD)**[ESBD Search](#) | [Administration](#) | [Web Application](#)[Portal](#) | [Logoff from ESBD](#)**Logged in as:** 405/LLOMBARD**Award Notice**

Requisition Number: 405-HQ10-0040

Step 1:  
Add / Modify  
Award Notice

Agency: DEPARTMENT OF PUBLIC SAFETY

Bid Title: Unmanned Airborne Surveillance Support and Maintenance

Step 2:  
Finish

Dollar Amount Awarded: \$ 70520.00 (eg. 5999.00)

**Bid Status:**

- ☐ Cancelled  
☒ Full Award  
☐ Partial Award  
☐ Re-bid Award

HUB Vendor Status: NOT a HUB Vendor

Please include any relevant award information. E.g. Awarded vendor and mailing address, dollar amounts awarded per vendor(s) and any other applicable pieces of information.

NOTE: Word-wrap may not be automatic - please enter carriage returns

Full award made to:

Signature Science

8329 N Mopac Expressway

Austin, TX 78759

Cost breakdown as follows:

Mid-Level Maintenance \$22,464.00

Permitting &amp; Logistics \$48,056.00

**FINISH**[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)**Susan Combs**, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

# TEXAS DEPARTMENT OF PUBLIC SAFETY PURCHASE ORDER

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID  
INVITATION BECOME A PART OF THIS ORDER

|         |   |
|---------|---|
| INVOICE | Texas Department of Public Safety<br>Accounting and Budget Control<br>P.O. Box 4087<br>Austin, Texas 78773-0130 |
|         | VID 87043   |
| VENDOR  | SIGNATURE SCIENCE LLC<br>8329 NORTH MOPAC EXPRESSWAY<br>AUSTIN TX 78759-8303                                    |

VENDOR GUARANTEES GOODS OR SERVICES  
DELIVERED ON THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN THE BID INVITATION.

PURCHASE ORDER NO.

405- HQ10-0040

FUND/COST CENTER

0006/36160

ORDER DATE

12/09/2009

BUDGET

09011

ACCOUNT NUMBER

573670

SHIP TO

DEPT OF PUBLIC SAFETY  
AIRCRAFT  
10335 GOLF COURSE ROAD  
AUSTIN, TEXAS

78719

**STATE SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

| Item No. | Description   | Quantity | Unit | Unit Price | Extension |
|----------|---|----------|------|------------|-----------|
|          | FOB DESTINATION .00<br>CLASS 905 ITEM 16 PCC 2S TINS 19000414995000<br><br>UNMANNED AIRBORNE SURVEILLANCE SUPPORT AND MAINTENANCE<br>AS FOLLOWS:  |          |      |            |           |
| 0001     | MID-LEVEL MAINTENANCE   | 1        | LOT  | 22,464.000 | 22,464.00 |
| 0002     | PERMITTING AND LOGISTIC SUPPORT   | 1        | LOT  | 48,056.000 | 48,056.00 |
|          | CONTRACT TERM: 12/9/09-12/8/10<br><br>VENDOR CONTACT: ADAM HAMILTON 512-533-2030<br>DPS CONTACT: <i>Angie Warden</i><br><del>CREW HAMILTON</del> 512-936-9200<br><br>DPS PURCHASING CONTACT PERSON: LINDA LOMBARD<br>TELEPHONE NUMBER: (512)424-2175<br>FAX NUMBER: (512)424-5419<br>E-MAIL ADDRESS: LINDA.LOMBARD@TXDPS.STATE.TX.US<br><br>"UNDER SECTION 2155.006, GOVERNMENT CODE, THE VENDOR<br>CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED<br>IN THIS BID OR CONTRACT IS NOT INELIGIBLE TO RECEIVE<br>THE SPECIFIED CONTRACT AND ACKNOWLEDGES THAT THIS<br>CONTRACT MAY BE TERMINATED AND PAYMENT WITHHELD IF |          |      |            |           |
|          | ***CONTINUED***   |          |      |            |           |

I attest that the goods and/or services hereon are required.

APPROVED \_\_\_\_\_



# TEXAS DEPARTMENT OF PUBLIC SAFETY PURCHASE ORDER

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID  
INVITATION BECOME A PART OF THIS ORDER

|         |   |       |   |  |                                      |  |
|---------|---|-------|---|--|--------------------------------------|--|
| INVOICE | Texas Department of Public Safety<br>Accounting and Budget Control<br>P.O. Box 4087<br>Austin, Texas 78773-0130 |       | VENDOR GUARANTEES GOODS OR SERVICES<br>DELIVERED ON THIS ORDER WILL MEET OR<br>EXCEED SPECIFICATIONS IN THE BID INVITATION. |  | PURCHASE ORDER NO.<br>405- HQ10-0040 |  |
|         | VID   | 87043 | FUND/COST CENTER<br>0006/26160  |  | ORDER DATE<br>12/09/2009             |  |
| VENDOR  | SIGNATURE SCIENCE LLC<br>8329 NORTH MOPAC EXPRESSWAY<br>AUSTIN TX 78759-8303                                    |       | BUDGET<br>09011   |  | ACCOUNT NUMBER<br>573670             |  |
|         |   |       | SHIP TO<br>DEPT OF PUBLIC SAFETY<br>AIRCRAFT<br>10335 GOLF COURSE ROAD<br>AUSTIN, TEXAS                                     |  | 78719                                |  |

**STATE SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

| Item No. | Description   | Quantity | Unit | Unit Price | Extension |
|----------|---|----------|------|------------|-----------|
|          | <p>THIS CERTIFICATION IS INACCURATE."</p> <p>"UNDER SECTION 2261.053, GOVERNMENT CODE, THE CONTRACTOR CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED IN THIS BID OR CONTRACT IS NOT INELIGIBLE TO RECEIVE THE SPECIFIED CONTRACT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND PAYMENT WITHHELD IF THIS CERTIFICATION IS INACCURATE."</p> <p>THE FOLLOWING TEXAS DEPARTMENT OF PUBLIC SAFETY ("DEPARTMENT") CONTRACTS AND COMMITMENTS MUST BE SUBMITTED TO THE TEXAS PUBLIC SAFETY COMMISSION OR THE COMMISSION'S DESIGNEE ("COMMISSION") FOR REVIEW PRIOR TO EXECUTION, PURSUANT TO SECTIONS 411.003 AND 411.004 OF THE TEXAS GOVERNMENT CODE: 1) ANY CONTRACT OR COMMITMENT IN THE AMOUNT OF \$1,000,000 OR MORE. 2) ANY CHANGE ORDER, INDIVIDUALLY OR IN COMBINATION WITH OTHER CHANGE ORDERS, THAT INCREASES THE ORIGINAL CONTRACT OR COMMITMENT BY FIFTY PERCENT OR MORE, AS LONG AS THE DOLLAR AMOUNT OF THE CHANGE ORDER(S) IS \$100,000 OR MORE. 3) ANY CHANGE ORDER, INDIVIDUALLY OR IN COMBINATION WITH OTHER CHANGE ORDERS, THAT INCREASES THE ORIGINAL CONTRACT OR COMMITMENT BY \$500,000 OR MORE. ANY WORK PERFORMED PRIOR TO THE FOLLOWING IS PERFORMED AT CONTRACTOR'S SOLE RISK IF THE CONTRACT OR COMMITMENT IS REQUIRED TO BE SUBMITTED TO THE COMMISSION ACCORDING TO THE POLICY LISTED IN THE</p> <p>***CONTINUED***</p> |          |      |            |           |

I attest that the goods and/or services hereon are required.

APPROVED \_\_\_\_\_

# TEXAS DEPARTMENT OF PUBLIC SAFETY PURCHASE ORDER

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID  
INVITATION BECOME A PART OF THIS ORDER

|         |   |
|---------|---|
| INVOICE | Texas Department of Public Safety<br>Accounting and Budget Control<br>P.O. Box 4087<br>Austin, Texas 78773-0130 |
|         | VID 87943   |
| VENDOR  | SIGNATURE SCIENCE LLC<br>8329 NORTH MOPAC EXPRESSWAY<br>AUSTIN TX 78759-8303                                    |

|   |  |                                      |  |
|---|--|--------------------------------------|--|
| VENDOR GUARANTEES GOODS OR SERVICES<br>DELIVERED ON THIS ORDER WILL MEET OR<br>EXCEED SPECIFICATIONS IN THE BID INVITATION. |  | PURCHASE ORDER NO.<br>405- HQ10-0040 |  |
| FUND/COST CENTER<br>0006/26160  |  | ORDER DATE<br>12/09/2009             |  |
| BUDGET<br>09011   |  | ACCOUNT NUMBER<br>573670             |  |
| SHIP TO   | DEPT OF PUBLIC SAFETY<br>AIRCRAFT<br>10335 GOLF COURSE ROAD<br>AUSTIN, TEXAS 78719 |                                      |  |
|   |  |                                      |  |

**STATE SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

| Item No. | Description  | Quantity | Unit | Unit Price | Extension |
|----------|--|----------|------|------------|-----------|
|          | <p>SENTENCE IMMEDIATELY ABOVE: 1) THE DEPARTMENT'S SUB-MISSION OF SUCH CONTRACT OR COMMITMENT TO THE COMMISSION; AND 2) THE DEPARTMENT'S COMPLIANCE WITH ANY COMMISSION DIRECTIVE REGARDING SUCH CONTRACT OR COMMITMENT, PRIOR TO THE DEPARTMENT'S EXECUTION OF THE CONTRACT OR COMMITMENT.</p> <p>***TOTAL***</p> |          |      |            | 70,520.00 |

I attest that the goods and/or services hereon are required.

APPROVED

*Linda Lombard, CTPM*

**STANDARD TERMS AND CONDITIONS:**  
**ITEMS BELOW APPLY TO AND BECOME PART OF BID.**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas Department of Public Safety on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for DPS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the DPS based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the DPS and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-424-2546. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:**

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

**4. DELIVERY:**

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to the DPS and the ordering agency. Bidder must keep the DPS and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the DPS to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of DPS.



Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

- 10.07. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.08. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.09. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief from Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to DPS under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**  
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**  
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in DPS's rules at 37 TAC Rule 1.231.
13. **DISPUTE RESOLUTION:**  
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
14. **NON-APPROPRIATION OF FUNDS:**  
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to DPS, either in whole or in part, subject to the availability of state funds. DPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If DPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render DPS's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, DPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and DPS will not be required to give prior notice.
15. **TEXAS PUBLIC INFORMATION ACT:**  
Notwithstanding any provisions of this IFB to the contrary, bidder understands that DPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to DPS any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:**  
Under §2155.003, Gov't Code, a DPS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of DPS or purchasers of other state agencies.
17. **FORCE MAJEURE:**  
Neither bidder nor DPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of

Sheahan, Merri

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**From:** Rodriguez, Helen  
**Sent:** Monday, January 11, 2010 11:27 AM  
**To:** Garcia, Rhonda  
**Cc:** Sheahan, Merri  
**Subject:** RE: WASP Surveillance Units

In reference to the WASP, in checking with the comptrollers, I sent it on 10-26-09 and the Bid opened on 12-28-09, I have not heard anything from TPASS. I am sure an award will not be made until we are contacted. I have a call in to the purchaser for information.

HELEN ASPEITIA RODRIGUEZ, CTPM  
TEXAS DEPT OF PUBLIC SAFETY  
PURCHASING SUPERVISOR  
TELEPHONE NO.: 512 424-2065  
FAX N.: 512 424-5419  
E-MAIL: [Helen.Rodriguez@txdps.state.tx.us](mailto:Helen.Rodriguez@txdps.state.tx.us)

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**From:** Garcia, Rhonda  
**Sent:** Monday, January 11, 2010 8:03 AM  
**To:** Rodriguez, Helen  
**Subject:** FW: WASP Surveillance Units

Helen,  
Have you heard anything about this order?

Rhonda

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**From:** Sheahan, Merri  
**Sent:** Saturday, January 09, 2010 9:08 AM  
**To:** Garcia, Rhonda  
**Subject:** WASP Surveillance Units

Rhonda,

Please let me know the status on the (2) WASP unmanned surveillance units that were ordered on PM 424 for \$33,098. I have not seen a PO issue for it yet.

Thanks.

*Merri Sheahan*  
Budget Analyst / Accounting  
Texas Dept. of Public Safety  
[Merri.Sheahan@txdps.state.tx.us](mailto:Merri.Sheahan@txdps.state.tx.us)  
512-424-5335  
512-424-2749 (fax)

Sheahan, Merri

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**From:** Rodriguez, Helen  
**Sent:** Friday, January 15, 2010 11:21 AM  
**To:** Sheahan, Merri  
**Subject:** FW: CANCELLATION OF 405-0-20007 WASP UNMANNED AIRCRAFT

**Importance:** High

FYI

The above referenced requisition will be cancelled, this was approved by you as a capital project on 9-21-09 on our tracking number 424 for budget 09011 in the amount of \$33,098.00. Greg Bourland initiated the cancellation, Bill Nabors was notified of the cancellation as well.

Please advise if you require more information.

HELEN ASPEITIA RODRIGUEZ, CTPM  
TEXAS DEPT OF PUBLIC SAFETY  
PURCHASING SUPERVISOR  
TELEPHONE NO.: 512 424-2065  
FAX N.: 512 424-5419  
E-MAIL: [Helen.Rodriguez@txdps.state.tx.us](mailto:Helen.Rodriguez@txdps.state.tx.us)

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**From:** Rodriguez, Helen  
**Sent:** Friday, January 15, 2010 11:15 AM  
**To:** 'Manuel J. Perez'  
**Cc:** Nabors, Billy; Bourland, Gregory; Jones, Kevin (Acct.)  
**Subject:** CANCELLATION OF 405-0-20007 WASP UNMANNED AIRCRAFT  
**Importance:** High

Mr. Perez,

Please cancel the above referenced requisition that is due to open January 22, 2010.

Thank you for your attention to this matter.

HELEN ASPEITIA RODRIGUEZ, CTPM  
TEXAS DEPT OF PUBLIC SAFETY  
PURCHASING SUPERVISOR  
TELEPHONE NO.: 512 424-2065  
FAX N.: 512 424-5419  
E-MAIL: [Helen.Rodriguez@txdps.state.tx.us](mailto:Helen.Rodriguez@txdps.state.tx.us)



S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US



January 15, 2010

Texas Department of Public Safety (TXDPS)  
Attn: Helen Rodriguez  
5805 N. Lamar  
Austin, Texas 78752

RE: Requisition No. 405-0-20007-A (Custom Unmanned Aerial Surveillance System – Proprietary)

Dear Ms. Rodriguez:

1. ☐ The following items have been canceled:
2. ☒ Entire requisition canceled.
3. ☐ No bids received from our regular bid list or your suggested sources.
4. ☐ Vendor claimed under contract: Class\_\_\_\_, Item \_\_\_\_.
5. ☒ As per your e-mail dated January 15, 2010 (Lt. Bourland). CPA has cancelled this request and returned to TxDPS.
6. ☐ Other:

Sincerely,

A handwritten signature in black ink that reads "Manuel Perez". The signature is written in a cursive style with a large, stylized "M" and "P".

Manuel Perez, CTPM, Technical Leader  
(512) 463-2469  
Fax: (512) 475-0851

cc: Procurement Review